MEMORANDUM

MIAMI-DADE COUNTY

Date: March 3, 2009

Agenda item No. 8(D)3(B)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Contract Award Recommendation in the amount of $3,000,000.00 between Cherokee Enterprises, Inc. and Miami-Dade County for Environmental Cleanup, Compliance and Related Services - Project No: E08-DERM-01; Contract No: E08-DERM-01-CEI

RECOMMENDATION:

This Recommendation for Award for Contract No. E08-DERM-01-CEI to Cherokee Enterprises, Inc. in the amount of $3,000,000.00 by Miami-Dade County has been prepared by the Department of Environmental Resources Management (DERM) and is recommended for approval.

DELEGATION OF AUTHORITY: The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows:

The County Mayor or the County Mayor's designee has the authority to extend the contract duration, with no increase in the contract amount, for two (2) consecutive, one-year periods.

SCOPE:

PROJECT NAME: Environmental Cleanup, Compliance and Related Services

PROJECT NO: E08-DERM-01

CONTRACT NO: E08-DERM-01-CEI

PROJECT DESCRIPTION: Four (4) qualified consultants will be retained under non-exclusive professional services agreements only for "Environmental Cleanup, Compliance and Related Services" for Miami-Dade County facilities. The subject professional services agreements will be used to perform diverse environmental professional services for compliance and cleanup tasks at Miami-Dade County owned and/or operated sites. When warranted, environmentally necessary construction may be conducted under these agreements, not intended to exceed $1,000,000 per agreement. DERM will administer the agreements and be responsible for routing eligible tasks through the Equitable Distribution Program (EDP) and for the use of Miscellaneous Construction Contracts to perform the construction of non-emergency projects less than $2.5 Million, as applicable. For non-emergency projects estimated to exceed $2.5 Million, DERM will competitively bid such projects among all qualified contractors utilizing an open, competitive bid process which may include firms selected under E08-DERM-01. DERM will distribute the work among the firms as evenly as possible.

PROJECT LOCATION: Countywide

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E08-DERM-01

USING DEPARTMENT: Multiple

MANAGING DEPARTMENT: Department of Environmental Resources Management

FISCAL IMPACT/FUNDING SOURCE:

OPERATIONS COST IMPACT/FUNDING: This contract is a work order driven Professional Services Agreement for environmental professional services for cleanup and compliance related tasks. The tasks to be performed are not predetermined, but will be authorized based on specific requests for services from various Miami-Dade County departments. Based on previous contract usage, the majority of tasks will be related to the assessment/remediation of contamination, with no associated asset, and therefore, no operation and/or maintenance cost. Occasionally, construction activities such as the installation and maintenance of remedial systems, designed to prevent/abate the build-up of methane gas, may be performed under this contract on a very limited basis. The average cost of construction of this type of system is approximately $150,000. Funding for the associated operations and maintenance costs for these treatment systems comes from the requesting department and typically averages $25,000 annually. These systems remain in operation until the methane endpoint criteria is achieved.

MAINTENANCE COST IMPACT/FUNDING: See above.

LIFE EXPECTANCY OF ASSET: See above.

FUNDING SOURCE: **SOURCE**

Various. The cost of services will be charged to the particular projects of the various County Departments requiring professional services. The Department requesting the services for the specific project will identify the funding source appropriated in the Adopted Budget at the time the work order is issued. No work orders will be issued under this contract unless the specific using department identifies appropriate budgeted funds. Using departments may include, but not be limited to Aviation, Water and Sewer, Housing, Park and Recreation, Environmental Resources Management, Solid Waste, Transit, Seaport, and Public Works.

PTP FUNDING: No

GOB FUNDING: No

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	10.05	ENVIRONMENTAL ENGINEERING - CONTAMINATION ASSESSMENT AND MONITORING
Prime	10.06	ENVIRONMENTAL ENGINEERING - REMEDIAL ACTION PLAN DESIGN
Prime	10.07	ENVIRONMENTAL ENGINEERING - REMEDIAL ACTION PLAN IMPLEMENTATION/ OPERATION/ MAINTENANCE
Prime	16.00	GENERAL CIVIL ENGINEERING
Prime	17.00	ENGINEERING CONSTRUCTION MANAGEMENT
Other	9.01	SOILS, FOUNDATIONS AND MATERIALS TESTING - DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES
Other	15.01	SURVEYING AND MAPPING - LAND SURVEYING

NTPC'S DOWNLOADED: 104

PROPOSALS RECEIVED: 13

CONTRACT PERIOD: 1825 Days. The original term is for three years. The County Mayor or County Mayor's designee has the authority to extend the contract duration, with no increase in the contract amount, for two (2) consecutive, one-year periods.

CONTINGENCY PERIOD: 0 Days

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: $12,000,000.00 Four (4) PSAs at $3,000,000 per PSA

BASE CONTRACT AMOUNT: $3,000,000.00

OPTION TO EXTEND:

AMOUNT:	DAYS:	EXTENSION COMMENT:
$0.00	730	Days. The County Mayor or the County Mayor's designee has the authority to extend the contract duration, with no increase in the contract amount, for two (2) consecutive, one-year periods.

	TYPE	PERCENT	AMOUNT	COMMENT
CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	N/A	0%	$0.00	

TOTAL DEDICATED ALLOWANCE: $0.00

TOTAL AMOUNT: $3,000,000.00

TRACK RECORD/MONITOR:

SBD HISTORY OF VIOLATIONS: None

EXPLANATION: At the First-Tier meeting on July 23, 2008, the Committee ranked Cherokee Enterprises, Inc. as the 2nd highest ranking firm out of thirteen proposals submitted. The Competitive Selection Committee voted not to hold a Second-Tier meeting.

The Negotiation Committee was approved on July 30, 2008. On October 1, 2008, the Negotiation Committee met with Cherokee Enterprises, Inc. and concluded its negotiations. This is the recommendation to award one of four contracts to Cherokee Enterprises, Inc.

Based on the Office of Capital Improvements CIIS database, the County has completed five evaluations for Cherokee Enterprises, Inc. with an average rating of 3.4 points out of a total of 4 possible points.

SUBMITTAL DATE: 6/20/2008

ESTIMATED NOTICE TO PROCEED: 2/6/2009

PRIME CONSULTANT: Cherokee Enterprises, Inc.

COMPANY PRINCIPAL: Gabino Cuevas, Christine Franklin, Alex Sanchez

COMPANY QUALIFIERS: Gabino Cuevas, Jeff Northrup, Amanuel Worku, Alex Sanchez, Christine Franklin

COMPANY EMAIL ADDRESS: gc@cherokeecorp.com

COMPANY STREET ADDRESS: 14474 Commerce Way

COMPANY CITY-STATE-ZIP: Miami Lakes, Fl 33016

YEARS IN BUSINESS: 9

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS: According to the Firm History Report, as provided by the Department of Small Business Development, the contractor has received 5 A&E contracts with a total value of $8,062,612.92 and 1 construction contract with a value of $209,900.00; no Change Orders were approved by the BCC.

SUBCONSULTANTS: Westhorp & Associates, Inc., Woolpert, Inc., HR Engineering Services, Inc., Nodarse & Associates, Inc., Genapure Analytical Services, Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No

REVIEW COMMITTEE: **MEETING DATE:** 4/2/2008 **SIGNOFF DATE:** 4/2/2008

RESPONSIBLE WAGES: No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CBE	11.00%	$330,000.00	An 11% CBE goal will apply to each PSA
CWP	0.00%	0	Not Applicable

MANDATORY CLEARING HOUSE: N/A

CONTRACT MANAGER NAME/PHONE/EMAIL: Julie Balogh 305-372-6813 balogj@miamidade.gov

PROJECT MANAGER NAME/PHONE/EMAIL: Julie Balogh 305-372-6813 balogj@miamidade.gov

BACKGROUND: The E08-DERM-01 PSA's are necessary to provide DERM with a prequalified pool of environmental consultants, with diverse and specialized expertise, immediately available to perform a variety of environmentally related tasks required of County departments.

BUDGET APPROVAL FUNDS AVAILABLE:	For JBM OSBM DIRECTOR	12/2/08 DATE
APPROVED AS TO LEGAL SUFFICIENCY:	COUNTY ATTORNEY	12/2/08 DATE
CAPITAL IMPROVEMENTS CONCURRENCE:	For JM (CM) 12/18 OCI DIRECTOR	12/19/08 DATE
	ASSISTANT COUNTY MANAGER	DATE

CLERK DATE

DATE

MIAMI-DADE COUNTY

MEMORANDUM

DATE: July 29, 2008

TO: Johnny Martinez, Jr., P.E., Director
Office of Capital Improvements

FROM: Penelope Townsley, Director
Small Business Development

SUBJECT: Compliance Review
Design/Build Project No. E08-DERM-01
Professional Services Agreements For Environmental Cleanup, Compliance and Related Services for Miami-Dade County Facilities

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The Department of Small Business Development (SBD) has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project (consisting of four agreements), is a 11% CBE sub-consultant goal, which is applicable to each agreement.

The Construction Contracts Section of the Miami-Dade Office of Capital Improvements has submitted proposals from CH2M Hill, Inc. (#1), MACTEC Engineering and Consulting, Inc. (#3), ES Consultants, Inc. (#5), URS Corporation Southern (#6), Bureau Veritas North America, Inc. (#7), and Cherokee Enterprises, Inc. (#11) for compliance review.

CH2M Hill, Inc. (#1) submitted the required Schedule of Participation that listed CBE sub-consultants Geosol, Inc. to perform Soils Foundations and Materials Testing-Drilling Subsurface Investigations & Seismographic at 5% and Milian, Swain & Associates, Inc. to perform Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering, and Engineering Construction Management at 6%. The Letters of Intent submitted were in agreement with the Schedule of Participation. CH2M Hill, Inc. is in compliance with the CBE Participation Provisions.

MACTEC Engineering and Consulting, Inc. (#3) submitted the required Schedule of Participation that listed CBE sub-consultants BND Engineers, Inc. to perform Environmental Engineering-Contamination Assessment & Monitoring, Environmental Engineering-Remedial Action Plan Design, Environmental Engineering-Remedial Action Plan Implementation/Operation/Maintenance, General Civil Engineering, and Engineering Construction Management at 6% and Milian, Swain & Associates, Inc. to perform Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering, and Engineering Construction Management 5%. The Letter of Intent submitted for Milian Swain was in agreement with the Schedule of Participation; however, the Letter of Intent submitted for BND Engineers listed Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering, and Engineering Construction Management, also at 6%. In a clarification letter to the Department of Small Business Development, MACTEC Engineering confirmed that BND Engineers would perform Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering, and Engineering Construction Management. MACTEC Engineering and Consulting, Inc. is in compliance with the CBE Participation Provisions.

ES Consultants, Inc. (#5) a certified CBE-A/E firm, submitted the required Schedule of Participation that listed itself to perform Environmental Engineering-Contamination Assessment & Monitoring, Environmental Engineering-Remedial Action Plan Design, Environmental Engineering-Remedial Action Plan Implementation/Operation/Maintenance, General Civil Engineering, and Engineering Construction Management at 60%, satisfying the established CBE measure (by utilizing its own forces). ES Consultants, Inc. is in compliance with the CBE Participation Provisions.

URS Corporation Southern (#6) submitted the required Schedule of Participation that listed CBE sub-consultants HP Consultants, Inc. to perform Soils Foundations and Materials Testing-Drilling Subsurface Investigations & Seismographic at 7%, J. Bonfill & Associates, Inc. to perform Surveying and Mapping-Land Surveying at 1%, and Westhorp & Associates, Inc. to perform Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering, and Engineering Construction Management at 7%. URS Corporation Southern is in compliance with the CBE Participation Provisions.

Bureau Veritas North America, Inc. (#7) submitted the required Schedule of Participation that listed CBE sub-consultants Westhorp & Associates, Inc. to perform Environmental Engineering-Contamination Assessment & Monitoring, General Civil Engineering, and Engineering Construction Management at 9% and Delta Surveyors, Inc. to perform Surveying and Mapping-Land Surveying at 2%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Bureau Veritas North America, Inc. is in compliance with the CBE Participation Provisions.

Cherokee Enterprises, Inc. (#11) submitted the required Schedule of Participation that listed CBE sub-consultants Westhorp & Associates, Inc. to perform General Civil Engineering and Engineering Construction Management at 10% and HR Engineering Services, Inc. to perform Soils Foundations and Materials Testing-Drilling Subsurface Investigations & Seismographic at 5%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Cherokee Enterprises, Inc. is in compliance with the CBE Participation Provisions.

Please note that SBD staff only reviewed and addressed compliance with the CBE-A/E program. The Construction Contracts Section of the Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Vivian O. Walters, Jr. at (305) 375-3138.

cc: Luisa Millan-Donovan, OCI
Traci Adams-Parish, SBD
File

Dept. of Business Development
Project Worksheet

DEPARTMENT OF BUSINESS DEVELOPMENT

Project/Contract Title: PROFESSIONAL SERVICES AGREEMENTS FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE COUNTY FACILITIES (SIC 871)

RC Date: 04/02/2008
1-01

Project/Contract No: E08-DERM-01

Funding Source: VARIOUS

Item No:

Department: DEPARTMENT OF ENVIRONMENTAL RESOI

Resubmittal Date(s):

Estimated Cost of Project/Bid: $12,000,000.00

Description of Project/Bid: TO ESTABLISH AN AGREEMENT TO RETAIN FOUR (4) QUALIFIED CONSULTANTS UNDER NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENTS WITH AN EFFECTIVE TERM OF THREE (3) YEARS AND A MAXIMUM COMPENSATION OF $3,000,000 PER AGREEMENT. THE PROPOSED SCOPE OF WORK WILL INCLUDE, BUT NOT BE LIMITED TO ENVIRONMENTAL INVESTIGATION AND/OR REHABILITATION AND RELATED TASK (INCLUDING DRILLING, SURVEYING AND MAPPING AND LABORATORY SERVICES).

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	11.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V.

This Professional Services Agreement consist of four (4) agreements @ $3,000,000 each for a total of $12,000,000.

Funding Source: Work will be funded by the various Miami-Dade County Departments utilizing these agreements.

SIC 871 - Architectural and Engineering Services.

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
SURVEYING AND MAPPING-LAND SURVEYING	CBE	$120,000.00	1.00%	15
DRILLING SUBSURFACE INVESTIGATIONS & SEISMOGRAPHIC	CBE	$600,000.00	5.00%	6
GENERAL CIVIL ENGINEERING	CBE	$600,000.00	5.00%	52
	Total	$1,320,000.00	11.00%	

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [ ] NO [X]

Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** 11 % **Bid Preference** _____

No Measures _____ **Deferred** _____ **Selection Factor** _____

Chairperson, Review Committee — Date 4-2-08

Contract Manager — Date

DBD/0066 - 20061011

Find Contracts With Search String ==> | Projects | Goto Bottom

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OFFICE OF CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS INFORMATION SYSTEM

Wednesday, December 03, 2008

All Contracts for FEIN 650891158

Cherokee Enterprises, Inc.

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
30	DE	PSA	E03-DERM-01-CEI	Groundwater, Surface Water, and Soil Contamination C	Cherokee Enterprises, Inc.	7/7/2009	$5,000,000	1/24/2006	15% / On Schedule
30	DE	PSA	E04-DERM-01-CEI	Environmental Cleanup, Compliance and Related Servic	Cherokee Enterprises, Inc.	1/11/2009	$3,000,000		0% / N/A
30	DE	PSA	E08-DERM-01-CEI	Environmental Cleanup, Compliance and Related Servic	Cherokee Enterprises, Inc.	N/A	$3,000,000		0% / N/A
0	DE	EDP	EDP-DE-001-WASD	WASD PRESTON PLANT - SITE ASSESSMENT REPORT (SAR)	CHEROKEE ENTERPRISES, INC.	11/16/2004	$7,000		100% / Complete
0	DE	EDP	EDP-DE-SR-003-WASD	HEALTH & SAFETY MANUAL	CHEROKEE ENTERPRISES, INC.	5/1/2006	$30,000		0% / On Schedule
0	DE	EDP	EDP-DE-SR-003-WASD-2	HEALTH & SAFETY MANUAL PH2	CHEROKEE ENTERPRISES, INC.	5/2/2007	$15,000		0% / On Schedule
0	SP	EDP	EDP-SP-00.004-A	PORT CRANE MAINTENANCE ENV AUDIT	CHEROKEE ENTERPRISES, INC.	7/11/2005	$7,500		100% / Complete
					Totals:	7	$11,059,500		

* Contracts with Green Name are PSA Agreements
Yellow Status=Inactive Contract

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Capital Improvements Information System

Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
DE	E03-DERM-01-CEI	PSA	Cherokee Enterprises, Inc.	1/6/2006	Julie Balogh	Interim	3.0
DE	E04-DERM-01-CEI	PSA	Cherokee Enterprises, Inc.	12/31/2007	Julie Balogh	Interim	3.6
DE	E04-DERM-01-CEI	PSA	Cherokee Enterprises, Inc.	8/25/2008	Julie Balogh	Completion of construction	3.3
DE	E04-DERM-01-CEI	PSA	Cherokee Enterprises, Inc.	8/25/2008	Julie Balogh	Completion of construction	3.3
DE	EDP-DE-SR-003-WASD-2	EDP	Cherokee Enterprises, Inc.	6/25/2008	Angela Padilla	Project conclusion or closeout	3.6

Evaluation Count: 5 Contractors: 1 Average Evaluation: 3.4

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MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

OCI Project Name: ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES

OCI Project No: E08-DERM-01

Measures: 11% CBE MEASURES PER AGREEMENT

Number of Agreements: 4

Project Type: PROJECT SPECIFIC

Submittal Date: 06/20/2008

Meeting Date: 07/23/2008

		Cr. 1A Points (Max. 50)	Cr. 2A Points (Max. 20)	Cr. 3A Points (Max. 20)	Cr. 4A Points (Max. 5)	Cr. 5A Points (Max. 5)	Total Points
BALOGH, JULIE							
CH2M HILL, INC.	(LP)	25	8	8	4	4	49
SHAW ENVIRONMENTAL, INC.	(LP)	28	10	10	5	3	56
MACTEC ENGINEERING AND CONSULTING, INC.	(LP)	37	10	17	4	4	72
ENVIRONMENTAL RESOURCES MANAGEMENT SOUTHEAST, INC.	(LP)	23	10	10	5	4	52
ES CONSULTANTS INC.	(LP)	34	17	16	4	4	75
URS CORPORATION SOUTHERN	(LP)	37	17	17	1	5	77
BUREAU VERITAS NORTH AMERICA, INC.	(LP)	23	8	8	4	4	47
H.J. ROSS ASSOCIATES, INC.	(LP)	23	10	11	4	4	52
ATC GROUP SERVICES INC. DBA ATC ASSOCIATES INC	(LP)	26	10	10	5	3	54
BARNES, FERLAND AND ASSOCIATES, INC.	(LP)	23	8	8	5	3	47
CHEROKEE ENTERPRISES, INC.	(LP)	35	17	16	4	5	77
HANDEX CONSULTING AND REMEDIATION SOUTHEAST, LLC	(LP)	26	10	10	4	3	53
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC	(LP)	25	11	10	5	4	55
JARMAN, FRANKLYN E							
CH2M HILL, INC.	(LP)	49	20	18	4	5	96
SHAW ENVIRONMENTAL, INC.	(LP)	40	18	18	4	5	85
MACTEC ENGINEERING AND CONSULTING, INC.	(LP)	45	18	17	3	5	88
ENVIRONMENTAL RESOURCES MANAGEMENT SOUTHEAST, INC.	(LP)	44	20	15	3	5	87
ES CONSULTANTS INC.	(LP)	45	18	16	4	5	88
URS CORPORATION SOUTHERN	(LP)	48	20	15	1	5	89
BUREAU VERITAS NORTH AMERICA, INC.	(LP)	48	20	18	5	5	96
H.J. ROSS ASSOCIATES, INC.	(LP)	48	20	20	3	5	96
ATC GROUP SERVICES INC. DBA ATC ASSOCIATES INC	(LP)	42	17	18	5	4	86

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

OCI Project No: E08-DERM-01

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Number of Agreements: 4

Project Type: PROJECT SPECIFIC

Submittal Date: 06/20/2008

Meeting Date: 07/23/2008

		Cr. 1A Points (Max. 50)	Cr. 2A Points (Max. 20)	Cr. 3A Points (Max. 20)	Cr. 4A Points (Max. 5)	Cr. 5A Points (Max. 5)	Total Points
JARMAN, FRANKLYN E							
BARNES, FERLAND AND ASSOCIATES, INC.	(LP)	44	16	15	5	5	85
CHEROKEE ENTERPRISES, INC.	(LP)	48	19	18	4	5	94
HANDEX CONSULTING AND REMEDIATION SOUTHEAST, LLC	(LP)	45	18	18	3	5	89
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC	(LP)	45	17	15	5	5	87
MAYORGA, WILBUR							
CH2M HILL, INC.	(LP)	25	7	5	3	3	43
SHAW ENVIRONMENTAL, INC.	(LP)	21	8	5	4	2	40
MACTEC ENGINEERING AND CONSULTING, INC.	(LP)	19	9	6	3	1	38
ENVIRONMENTAL RESOURCES MANAGEMENT SOUTHEAST, INC.	(LP)	19	9	9	4	3	44
ES CONSULTANTS INC.	(LP)	22	10	7	2	3	44
URS CORPORATION SOUTHERN	(LP)	25	10	10	1	3	49
BUREAU VERITAS NORTH AMERICA, INC.	(LP)	20	7	9	3	2	41
H.J. ROSS ASSOCIATES, INC.	(LP)	15	7	5	2	2	31
ATC GROUP SERVICES INC. DBA ATC ASSOCIATES INC	(LP)	15	6	5	5	2	33
BARNES, FERLAND AND ASSOCIATES, INC.	(LP)	15	7	7	5	1	35
CHEROKEE ENTERPRISES, INC.	(LP)	20	10	9	2	3	44
HANDEX CONSULTING AND REMEDIATION SOUTHEAST, LLC	(LP)	15	6	9	2	1	33
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC	(LP)	20	8	5	5	2	40
QUINTANA, ILEANA							
CH2M HILL, INC.	(LP)	44	14	14	4	4	80
SHAW ENVIRONMENTAL, INC.	(LP)	44	14	13	3	3	77
MACTEC ENGINEERING AND CONSULTING, INC.	(LP)	47	18	17	4	4	90
ENVIRONMENTAL RESOURCES MANAGEMENT SOUTHEAST, INC.	(LP)	46	16	15	3	4	84
ES CONSULTANTS INC.	(LP)	47	18	17	2	5	89

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

OCI Project No: E08-DERM-01

Measures: 11% CBE MEASURES PER AGREEMENT

Number of Agreements: 4

Project Type: PROJECT SPECIFIC

Submittal Date: 06/20/2008

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		Cr. 1A Points (Max. 50)	Cr. 2A Points (Max. 20)	Cr. 3A Points (Max. 20)	Cr. 4A Points (Max. 5)	Cr. 5A Points (Max. 5)	Total Points
QUINTANA, ILEANA							
URS CORPORATION SOUTHERN	(LP)	49	19	18	1	5	92
BUREAU VERITAS NORTH AMERICA, INC.	(LP)	46	16	15	3	5	85
H.J. ROSS ASSOCIATES, INC.	(LP)	46	16	16	2	5	85
ATC GROUP SERVICES INC. DBA ATC ASSOCIATES INC	(LP)	45	15	15	3	5	83
BARNES, FERLAND AND ASSOCIATES, INC.	(LP)	45	15	14	5	4	83
CHEROKEE ENTERPRISES, INC.	(LP)	48	18	18	2	5	91
HANDEX CONSULTING AND REMEDIATION SOUTHEAST, LLC	(LP)	46	15	16	2	4	83
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC	(LP)	43	14	13	5	3	78
SOSA, ARTURO							
CH2M HILL, INC.	(LP)	45	16	16	3	3	83
SHAW ENVIRONMENTAL, INC.	(LP)	42	16	16	3	3	80
MACTEC ENGINEERING AND CONSULTING, INC.	(LP)	45	17	17	3	3	85
ENVIRONMENTAL RESOURCES MANAGEMENT SOUTHEAST, INC.	(LP)	42	17	17	3	3	82
ES CONSULTANTS INC.	(LP)	42	16	16	3	3	80
URS CORPORATION SOUTHERN	(LP)	42	17	16	3	3	81
BUREAU VERITAS NORTH AMERICA, INC.	(LP)	45	17	17	3	3	85
H.J. ROSS ASSOCIATES, INC.	(LP)	42	17	16	3	3	81
ATC GROUP SERVICES INC. DBA ATC ASSOCIATES INC	(LP)	42	17	16	3	3	81
BARNES, FERLAND AND ASSOCIATES, INC.	(LP)	40	15	15	3	3	76
CHEROKEE ENTERPRISES, INC.	(LP)	42	17	16	3	3	81
HANDEX CONSULTING AND REMEDIATION SOUTHEAST, LLC	(LP)	42	17	16	3	3	81
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC	(LP)	45	17	17	3	3	85

TOTALS AND FIRST TIER RANKING

First Tier Ranking Report for each Selection Committee Member and Prime Firm

MIAMI-DADE COUNTY

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

PRELIMINARY RANKING

Prime Firm Name		Prelim. Points	System Rank	LP Rank	Cr. 1A TBR	Cr. 2A TBR	Cr. 3A TBR	Prelim. Rank
URS CORPORATION SOUTHERN	(LP)	381	1	1				1
CHEROKEE ENTERPRISES, INC.	(LP)	372	2	2				2
ES CONSULTANTS INC.	(LP)	361	3	3				3
MACTEC ENGINEERING AND CONSULTING, INC.	(LP)	356	4	4				4
BUREAU VERITAS NORTH AMERICA, INC.	(LP)	336	5	5				5
CH2M HILL, INC.	(LP)	333	6	6				6
ENVIRONMENTAL RESOURCES MANAGEMENT SOUTHEAST, INC.	(LP)	331	7	7	7	7		7
H.J. ROSS ASSOCIATES, INC.	(LP)	331	7	7	7	8		8
HANDEX CONSULTING AND REMEDIATION SOUTHEAST, LLC	(LP)	325	9	9				9
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC	(LP)	322	10	10				10
SHAW ENVIRONMENTAL, INC.	(LP)	319	11	11				11
ATC GROUP SERVICES INC. DBA ATC ASSOCIATES INC	(LP)	316	12	12				12
BARNES, FERLAND AND ASSOCIATES, INC.	(LP)	303	13	13				13

FINAL RANKING

Prime Firm Name		Prelim. Points	Cr. 4A Points	Total Points	System Rank	LP Rank	Cr. 1A TBR	Cr. 2A TBR	Cr. 3A TBR	Cr. 4A TBR	Final Rank	OCI Final Rank
URS CORPORATION SOUTHERN	(LP)	381	7	388	1	1					1	
CHEROKEE ENTERPRISES, INC.	(LP)	372	15	387	2	2					2	
ES CONSULTANTS INC.	(LP)	361	15	376	3	3					3	
MACTEC ENGINEERING AND CONSULTING, INC.	(LP)	356	17	373	4	4					4	
BUREAU VERITAS NORTH AMERICA, INC.	(LP)	336	18	354	5	5					5	
CH2M HILL, INC.	(LP)	333	18	351	6	6					6	
ENVIRONMENTAL RESOURCES MANAGEMENT SOUTHEAST, INC.	(LP)	331	18	349	7	7					7	
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC	(LP)	322	23	345	8	8	8				8	
H.J. ROSS ASSOCIATES, INC.	(LP)	331	14	345	8	8	9				9	
HANDEX CONSULTING AND REMEDIATION SOUTHEAST, LLC	(LP)	325	14	339	10	10					10	
SHAW ENVIRONMENTAL, INC.	(LP)	319	19	338	11	11					11	
ATC GROUP SERVICES INC. DBA ATC ASSOCIATES INC	(LP)	316	21	337	12	12					12	
BARNES, FERLAND AND ASSOCIATES, INC.	(LP)	303	23	326	13	13					13	

NAL RANKING IS SUBJECT TO CHANGE PENDING COMPLIANCE REVIEW FROM SMALL BUSINESS DEVELOPMENT

First Tier Ranking Report for each Selection Committee Member and Prime Firm

MIAMI DADE COUNTY
OFFICE OF CAPITAL IMPROVEMENTS

FIRST TIER RANKING REPORT

Definitions

LP	Local Preferred Team
Cr.1A	Qualification of firms including the team members assigned to the Project.
Cr.2A	Knowledge and past experience of similar type projects.
Cr.3A	Past performance of the firms.
Cr.4A	Amount of work awarded and paid by the County.
Cr.5A	Ability of team members to interface with the County.
OCI	Office of Capital Improvements
TBR	Tie Breaker
Prelim. Points	Total Team Points - Criteria 4A Team Points

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 12/10/2003 **To:** 12/10/2008

FIRM NAME: CHEROKEE ENTERPRISES, INC.
14474 Commerce Way
Miami Lakes, FL 33016

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E03-DERM-01	1	DE	NO MEASURE	04/13/2004	$5,000,000.00
GROUNDWATER, SURFACE WATER, AND SOIL CONTAMINATION CLEANUP SERVICES (SIC 871)					
					$5,000,000.00
* EDP-SP-00.004-A	1	SP	NO MEASURE	07/11/2005	$6,774.01
PORT CRANE MAINTENANCE ENV AUDIT					
					$6,774.01
E04-DERM-01	1	DE	1ST TIER SETASIDE - CBE CBE 100%	01/12/2006	$3,000,000.00
ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES					
					$3,000,000.00
EDP-DE-SR-003-WASD	1	DE	NO MEASURE	05/01/2006	$43,980.41
HEALTH & SAFETY MANUAL					
					$43,980.41
* EDP-DE-SR-003-WASD-2	1	DE	NO MEASURE	02/13/2008	$11,858.50
HEALTH & SAFETY MANUAL PH2					
					$11,858.50

17

* Indicates closed or expired contracts

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 12/10/2003 **To:** 12/10/2008

FIRM NAME: CHEROKEE ENTERPRISES, INC.
14474 Commerce Way
Miami Lakes, FL 33016

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
			Total Award Amount	$8,062,612.92	
			Total Change Orders Approved by BCC	$0.00	

18

* Indicates closed or expired contracts

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Firm History Report

From: 12/10/2003 **To:** 12/10/2008

FIRM NAME: CHEROKEE ENTERPRISES, INC.
14474 Commerce Way
Miami Lakes, FL 33016

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
* MIA-745B 2.1 B-C INFILL BUILDING SHELL	1	AV-AA	NO MEASURE	01/31/2004	$209,900.00
					$209,900.00

Total Award Amount	**$209,900.00**
Total Change Orders Approved by BCC	**$0.00**
	$209,900.00

19

* Indicates closed or expired contracts

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NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

FOR

ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES

FOR MIAMI-DADE COUNTY FACILITIES

PROJECT NO. E08-DERM-01

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NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 200_, by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY"), and Cherokee Enterprises, Inc. (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with **Environmental Cleanup, Compliance and Related Services for Miami-Dade County Facilities (OCI Project No. E08-DERM-01).**

ARTICLE ONE
Responsibilities of the COUNTY

1.1 The Director of the Miami-Dade County Department of Environmental Resources Management (DERM) or his authorized designee (hereinafter referred to as the "DIRECTOR"), will administer the E08-DERM-01 Professional Services Agreements on behalf of the County Mayor or County Mayor's designee, the authorized designee of the COUNTY.

1.2 The DIRECTOR, upon receipt of request for services from the requesting Department's authorized representative (hereinafter referred to as the "USER DEPARTMENT"), will coordinate with and develop the scope of work in conjunction with the USER DEPARTMENT and shall represent the USER DEPARTMENT in communications and negotiations with the CONSULTANT.

1.3 The DIRECTOR shall issue written authorization to proceed to the CONSULTANT for each section of the Work to be performed at assigned sites and will be responsible for attempting to distribute the available work among the CONSULTANTS as equitably as possible, at his discretion. In case of emergency, as determined by the COUNTY, the DIRECTOR reserves the right to issue verbal authorization to the CONSULTANT with the understanding that a cost proposal shall be submitted by the CONSULTANT as soon as possible, under no circumstances to exceed 30 days from verbal authorization. The CONSULTANT shall be given notice (which may be amended from time to time as applicable) regarding persons who are the authorized designees of the DIRECTOR for the purposes of this Agreement.

1.4 The COUNTY agrees to make available to the CONSULTANT any plans and other data available in the COUNTY records pertaining to the Work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be available to the CONSULTANT without guarantee regarding its reliability or accuracy; the CONSULTANT shall be responsible

for independently verifying such information if it shall be used by the CONSULTANT to accomplish the Work to be performed pursuant to this Agreement (the "Work").

1.5 The DIRECTOR shall confer with the CONSULTANT before any work order is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement. The DIRECTOR will schedule regular meetings as required with the CONSULTANT and provide guidance with respect to the required professional services.

1.6 When warranted, environmentally necessary construction may be conducted pursuant to Article 2.1 of this Agreement, not intended to exceed $1,000,000 per Agreement. The Director will be responsible for the use of Miscellaneous Construction Contracts to perform the construction of non-emergency projects less than $1,000,000, as applicable. For non-emergency construction projects estimated to exceed $1,000,000, the DIRECTOR will competitively bid such projects among all qualified contractors utilizing an open, competitive bid process.

1.7 Pursuant to Administrative Order 3-39, the Director shall utilize Miami-Dade County's Equitable Distribution Program (EDP) for work orders within the monetary thresholds established for construction costs and study activities as stipulated in Florida Statutes 287.055 (2)(g), unless otherwise justified to perform such work under this Agreement.

ARTICLE TWO
Responsibilities of the CONSULTANT

2.1 The CONSULTANT shall provide environmental assessment, cleanup, compliance and related services on a work order basis which may include, but may not be limited to:

A. Performing environmental investigation or rehabilitation and related tasks, including drilling, surveying and mapping and laboratory services, at Miami-Dade County owned or operated sites in accordance with Chapters 62-770, 62-782, and 62-785 of the Florida Administrative Code (FAC), Chapter 24 of the Miami-Dade County Code, and other applicable regulations and guidance documents.

B. Performing services related to the modification, repair, removal, replacement, installation and/or abandonment of any underground or aboveground storage systems, and any related tasks, in accordance with Chapters 62-761 and 62-762 FAC, Chapter 24 of the Miami-Dade County Code, and other applicable regulations and guidance documents.

C. Performing services as design criteria professionals and performing duties related to construction management for environmentally necessary construction tasks related to A or B above.

D. Performing environmentally-related construction tasks related to A or B above, as warranted and approved by the COUNTY, in compliance with all applicable rules and regulations that govern construction.

E. Performing other related environmental Work, not identified above, necessary for investigation and/or prevention of potential or known contamination, for compliance with applicable regulations, for protection of the environment and the public health and for cleanup of environmental contamination.

2.2 The CONSULTANT must accept or decline an assignment within two (2) working days of

for independently verifying such information if it shall be used by the CONSULTANT to accomplish the Work to be performed pursuant to this Agreement (the "Work").

1.5 The DIRECTOR shall confer with the CONSULTANT before any work order is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement. The DIRECTOR will schedule regular meetings as required with the CONSULTANT and provide guidance with respect to the required professional services.

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D. Performing environmentally-related construction tasks related to A or B above, as warranted and approved by the COUNTY, in compliance with all applicable rules and regulations that govern construction.

E. Performing other related environmental Work, not identified above, necessary for investigation and/or prevention of potential or known contamination, for compliance with applicable regulations, for protection of the environment and the public health and for cleanup of environmental contamination.

2.2 The CONSULTANT must accept or decline an assignment within two (2) working days of

receipt of an assignment letter from the DIRECTOR.

2.3 The CONSULTANT shall communicate, coordinate and receive directives from the DIRECTOR and shall notify the DIRECTOR of any planned meetings or communications that may affect the scope of Work of a project prior to or after issuance of a work order.

2.4 The CONSULTANT shall submit a detailed cost proposal upon the DIRECTOR's request, describing the scope of services to be performed with the supporting technical rationale and shall include a scaled, detailed site diagram as applicable, prior to the issuance of a work order. The CONSULTANT shall include in its cost proposals itemized costs for all labor, equipment and materials, the names of all subcontractors responsible for any portion of the Work, detailed subcontractor quotes itemizing all costs for labor, equipment and materials and timelines or timeframes for the commencement and completion of each phase of Work. In the event that the cost proposal is not submitted within two (2) weeks of the agreed upon timeframe, the DIRECTOR may, at his discretion, reassign the Work to another CONSULTANT.

2.5 Upon receipt of authorization to proceed from the DIRECTOR, the CONSULTANT agrees to perform professional services associated with the requested Work in accordance with the negotiated terms of the applicable work order, the Miami-Dade County OCI Project No. E08-DERM-01 Notice to Professional Consultants, and this Agreement.

2.6 The CONSULTANT shall provide notification to the DIRECTOR in the event that a specific timeframe contained in a work order is expected to be exceeded, at least three days prior to exceeding the timeframe. For timeframes or subtasks involving deliverable/activity due dates greater than 60 days, notification shall be provided to the DIRECTOR within 75% of the deliverable/activity due date when the deliverable/activity is not expected to be completed within the specified timeframe.

2.7 The CONSULTANT agrees to perform the professional services authorized under this Agreement, in accordance with the required Technical Certification categories. When warranted, the CONSULTANT may subcontract services the CONSULTANT is otherwise required to perform, upon authorization by the DIRECTOR. If such services are architectural and/or engineering services, firms providing those services must hold technical certification and be pre-qualified with Miami-Dade County. In the event that the DIRECTOR deems the subcontracting of such services warranted and justifiable, the standard 10% markup for those subcontracted services shall not be forfeited by the CONSULTANT.

2.8 The CONSULTANT agrees to ensure the quality of the Work performed by the CONSULTANT and by all subcontractors and agrees to guarantee compliance of the Work with all applicable federal, state and local laws, regulations, standards and guidelines.

2.9 The CONSULTANT shall prepare and submit deliverables such as Site Assessment Reports, Natural Attenuation Monitoring Plans and Reports, Pilot Test Plans and Reports and Remedial Action Plans in accordance with applicable local and State

regulations and guidance documents (Chapter 62-770, Florida Administrative Code (FAC), Chapter 62-782, FAC, Chapter 62-785, FAC and Chapter 24, Code of Miami-Dade County). Copies of applicable regulations and guidance documents may be obtained via the internet either from the Florida Department of Environmental Protection's (FDEP) website (http://www.dep.state.fl.us/) or DERM's website (http://www.miamidade.gov/derm/home.asp). Two copies of deliverables shall be submitted to the DIRECTOR. In addition, editable electronic versions of deliverables shall be submitted in their original format (e.g., Word, Excel, AutoCad, etc.).

Deliverables shall be signed and sealed, as applicable, based on scope, by the Florida Registered Professional Geologist or Engineer responsible for oversight of the activities necessary for and information included in the deliverables. The professional certification shall include a statement that applicable portions of the deliverable and associated work comply with standard professional practices, the applicable regulations and guidance documents and any other applicable laws and rules governing the profession. For deliverables pertaining to gas abatement systems, the professional engineer certification shall acknowledge experience in the design, construction, operation, and maintenance of these types of systems and it shall state that the design is protective and will mitigate all hazards associated with the gas buildup.

Deliverables as applicable shall include, but not be limited to, scaled site maps with graphical representation of the scale such as a vicinity map, site map, water table elevation and groundwater flow direction map(s) and separate maps by depth interval for soil and groundwater samples collected and analyzed, depicting the degree and extent of the contamination. Deliverables shall include sufficient tables necessary to adequately summarize all available data, including well construction details and separate tables by medium (soil, groundwater, surface water, sediment) that list all contaminants detected, their corresponding Cleanup Target Levels, Method Detection Limits, Practical Quantitation Limits, analyses performed and that summarize all available historical and current analytical results. Any sample results submitted or field activities for sampling that do not comply with Chapter 62-160, FAC, Quality Assurance Rule and FDEP's Standard Operating Procedures for Field Activities (DEP-SOP-001/01) dated February 1, 2004, as amended from time to time, shall be clearly identified and justification for variance from these procedures provided. Deliverables pertaining to the design of contamination remediation systems shall incorporate a cost effective analysis of alternatives to explain the selected remedial approach. These deliverables shall include supporting design calculations and technical and manufacturer specifications for the components of the treatment system. When applicable, design calculations, shall be supported by design or performance data, as provided by manufacturers and product suppliers.

Deliverables as applicable shall include data interpretation, discussion of results and conclusions and recommendations based on the data interpretation (such as Supplemental Site Assessment, No Further Action, No Further Action with Conditions, Monitoring of Natural Attenuation, Risk Assessment or Active Remediation). Graphical interpretations or empirical design calculations are required for the evaluation of pilot test data, as presented in Pilot Test Reports or Remedial Action Plans.

2.10 Within five (5) working days of receipt of any written notification from the DIRECTOR regarding the CONSULTANT's non-performance, the CONSULTANT shall provide a written response that clearly explains the issue(s) of concern and includes proposed actions to immediately remedy the situation and a plan to prevent any recurrence of a similar issue. The DIRECTOR may reassign the Work to another CONSULTANT if the proposed action is deemed, at the discretion of the DIRECTOR, to be insufficient or may further recommend termination pursuant to Article Twelve of this Agreement.

2.11 In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

A. Maintain at all times an adequate staff of qualified personnel, assigned to perform the Work to ensure the timely submittal of cost proposals and completion of the work as specified in the applicable work order(s), for the duration of the contract.

B. Determine the most appropriate and cost effective course of action, in conjunction with the DIRECTOR, in addressing the particular objective.

C. Include any additional conditions which may be required by the DIRECTOR in the applicable cost proposals.

D. Cooperate fully with the DIRECTOR in the scheduling and coordination of all phases of the Work and notify the DIRECTOR in writing three (3) days prior to commencing site activities.

E. On a monthly basis or other frequency established by the DIRECTOR or stipulated in the applicable work order, submit for review and comments by the DIRECTOR status and invoicing reports of the Work's progress and maintain pertinent data, computations, calculations, file review notes, field notes, records, sketches, and other data and Work products open to the inspection of the COUNTY at any time. The right of inspection shall include the right to make copies.

F. Provide detailed explanations regarding invoices and related documents to the DIRECTOR upon request.

G. Submit for COUNTY approval the final Work products upon incorporation of any modifications requested by the DIRECTOR during any previous review.

H. Confer with the DIRECTOR at any time during the further assessment or remediation of any sites for which the CONSULTANT has provided prior assessment, remediation, or other services as to interpretation of data, plans and other documents, correction of errors or omissions and performance of any necessary additional Work.

I. The CONSULTANT shall not be compensated for the correction of errors or omissions related to the performance of field work or the associated reporting.

J. Provide to the DIRECTOR on a quarterly basis or upon modification, a certified payroll, as reported to the IRS, for all CONSULTANT employees performing Work under this Agreement which identifies the employees' labor categories as defined by Attachment A, and the office location of each employee listed.

K. Throughout the term of this Agreement, maintain in accordance with generally accepted accounting principles and practices all records directly pertinent to the performance of Work under this Agreement. These records must be made available to the COUNTY upon request, and the COUNTY shall have the right to make copies of such records.

L. Maintain Technical Certification with the COUNTY in all categories initially required for participation in the selection process, throughout the duration of the contract.

M. Follow all applicable Occupational Health and Safety Administration (OSHA) regulations.

N. Provide for the transportation and disposal of recovered contaminants in a lawful manner. Any transporter of recovered contaminants must be properly licensed and maintain all permits required by federal, state and local laws, as applicable. Additionally, the contaminant disposal facility must be approved by the DIRECTOR prior to disposal of the contaminants.

O. Not discriminate based on sex, race, creed or national origin with regard to obligations, Work and services performed under this Agreement. The CONSULTANT agrees to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

ARTICLE THREE
Compensation

3.1 The maximum amount payable to the CONSULTANT for the aggregate of all fees and costs during the Agreement's effective term shall not exceed $3,000,000. NO GUARANTEE IS MADE THAT ANY AMOUNT SHALL IN FACT BE AUTHORIZED BY WORK ORDER FOR PAYMENT TO THE CONSULTANT.

3.2 The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees computed in accordance with one or a combination of the methods outlined below, as specifically defined and limited in the applicable work order:

A. The CONSULTANT shall be compensated for services rendered herein based on the hourly rates provided in the Florida Department of Environmental Protection *Petroleum Cleanup Preapproval Program* (PREAPPROVAL) *Labor Rate Summary* and *Labor Categories*, as amended, for the Management, Professional and Technical Occupational Groups only. The current version of the FDEP Labor Rate Summary and Labor Categories is herein referred to as Attachment A. For the Professional and Technical Occupational Groups, the CONSULTANT shall be compensated for the time of personnel engaged directly in the Work, at the rate in effect when the Work is authorized, times a multiplier of 2.90. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the Work such as overhead, fringe benefits, general and administrative costs (clerical and accounting costs), operating margin and all other costs not covered by reimbursable expenses.

B. The CONSULTANT shall be compensated for the time of Middle and Lower Level Management engaged directly in the Work, based on the hourly rates provided in Attachment A, at the rate in effect when the Work is authorized, times the multiplier specified in 3.2A and shall at no time exceed 10% of the total Management and Professional labor hours, as defined in Attachment A, to perform the Work, except at the direction of the DIRECTOR, on a per task basis as warranted.

C. The CONSULTANT shall be compensated at the flat rate of $150 per hour for the time of the Principals engaged directly in the Work and shall not exceed 5% of the total Management and Professional labor hours, as defined in Attachment A, to perform the Work, except at the direction of the DIRECTOR. This flat rate shall not be subject to the negotiated multiplier and shall be applied to the authorized time

spent by the following Principal(s) on a per task basis as warranted:

1. Gabino Cuevas, P.E., CEO
2. Christine Franklin, P.E., President
3. Alex Sanchez, P.E., Vice President

Upon mutual agreement between the DIRECTOR and the CONSULTANT, the Principals identified above may be substituted, provided the total number of Principals does not exceed the number of Principals listed above.

D. When appropriate, as determined by the DIRECTOR, the CONSULTANT may be compensated for services rendered herein based on the PREAPPROVAL *Work Order Template* rates for field and office activities at the rate in effect when the Work is authorized, except as outlined in Article 3.3B, E and F of this Agreement. The applicable portion of the current version of the FDEP *Work Order Template* is herein referred to as Attachment B.

E. The CONSULTANT shall be compensated for services constituting construction based on hourly rates specified for applicable construction trades by the Miami-Dade County Ordinance No. 90-143 Wage and Benefit Schedule, in effect when the Work is authorized, for construction projects estimated at greater than $100,000. The CONSULTANT shall be compensated for services constituting construction, based on the hourly rates of the PREAPPROVAL Labor Occupational Group provided in Attachment A, in effect when the Work is authorized, for construction Work estimated at less than $100,000 for the time of personnel engaged directly in the Work, times a multiplier not to exceed 2.90.

F. Overtime Work considered necessary and previously authorized by the DIRECTOR in writing shall be compensated at 1.5 times the labor rate normally paid to the employee, for personnel below the level of Management, as defined in Attachment A. Overtime is defined as Work in excess of 40 hours per week conducted on a specific project.

G. As mutually agreed by the DIRECTOR and the CONSULTANT and stated in the written work order, the fee requested for any specifically described portion of Work may be a lump sum amount or be based on time and materials, as appropriate. The CONSULTANT shall include a detailed cost breakdown in its proposal for either lump sum or time and materials projects. The COUNTY reserves the right to request a fee credit when a reduction in the scope of Work has occurred after issuance of a work order. The amount due of invoices submitted shall be calculated by using a schedule of values or payment milestones or applying the percentage of the total Work completed to date to the authorized lump sum, and subtracting any previous payments, as specified in the work order.

H. As indicated in the Notice to Professional Consultants, when warranted, environmentally necessary construction may be performed under this agreement, not intended to exceed $1,000,000 in total construction costs. The DIRECTOR reserves the right to conduct a competitive process among the CONSULTANTS to determine which CONSULTANT may afford the best value to the COUNTY, and to contract with such CONSULTANT for that project at his discretion. The CONSULTANT shall participate in full compliance with any applicable regulatory requirements.

3.3 The CONSULTANT shall be compensated for certain work-related expenses not covered by fees for professional services, provided such expenditures are previously authorized by the DIRECTOR. Reimbursable expenses may include, but not be limited to, the following:

A. A mark-up not to exceed ten percent (10%), as mutually agreed during negotiation of a work order, of the actual cost to the CONSULTANT of subconsultant, subcontractor and laboratory fees, for labor and services only. Rates and mark-ups for equipment, materials and supplies are addressed in Article 3.3B of this Agreement.

B. Equipment costs, excluding Per Diem, based on the PREAPPROVAL *Equipment Rental Rate Schedule* and *Template Equipment Kit Rate Schedule*, herein referred to as Attachment C, in effect when the Work is authorized. Additional or alternate equipment, material and supplies not included in Attachment C, which are approved by the DIRECTOR, may be eligible for payment at a negotiated, competitive and fair market price to be included in the applicable work order provided that the CONSULTANT provides the COUNTY with such proof as required by the COUNTY of the actual cost of the equipment or supplies to the CONSULTANT. In such case, a total mark-up not to exceed five percent (5%) of the actual cost of the purchase or rental of the additional or alternate equipment may be applied without further mark-up by the CONSULTANT or any subcontractor at any tier. Purchased equipment shall remain the property of the COUNTY upon Work completion.

C. The CONSULTANT may be compensated for time in connection with the preparation of a cost proposal and the review of all pertinent files and information, at the PREAPPROVAL compensation rate in effect at the time that the Work is authorized, as appropriate.

D. In the event that a Health and Safety Plan (HASP) is prepared, the CONSULTANT will be compensated at the PREAPPROVAL compensation rate in effect at the time that the Work is authorized. No additional compensation will be authorized for updates to HASPs unless a significant change in scope of work or site conditions has occurred.

E. Living and traveling expenses of employees and principals on authorized business, as limited by Miami-Dade County Administrative Order No. 6-1, "Travel on County Business". For purposes of this Agreement, all personnel are assumed to be residents of Miami-Dade County and all travel would originate in Miami-Dade County. Costs associated with authorized and necessary vehicular travel within Miami-Dade, Broward and Palm Beach Counties, not covered under Attachment C, will be reimbursed at a rate of $25 per day. No mark-up shall be allowed for vehicular expenses.

F. Laboratory, printing and reproduction costs will be reimbursed at the same or lower rates paid by the COUNTY to its vendors. No mark-up shall be allowed for printing, reproduction and mailing services. Printing and mailing costs for the CONSULTANT's coordination and other in-house uses will not be reimbursed.

G. Long distance telephone charges, as determined to be necessary and appropriate.

3.4 The CONSULTANT shall not be compensated for labor and other work-related costs and expenses which exceed the maximum authorized compensation amount of a work order and which were incurred without prior written or verbal authorization from the DIRECTOR. If, during the performance of authorized Work, it becomes apparent that

the maximum authorized compensation of a particular work order will not be sufficient to cover the cost of the authorized Work, the CONSULTANT shall immediately notify the DIRECTOR, prior to exceeding the maximum authorized compensation, and submit a detailed estimate of anticipated additional costs. The DIRECTOR may, at his discretion, increase the maximum compensation amount of the work order or elect another course of action, including reassignment of the site to another CONSULTANT, if the anticipated additional costs submitted are deemed, at the discretion of the DIRECTOR, to be unacceptable. In the event of site reassignment, the original CONSULTANT will be compensated only for the completed portions of the authorized Work.

3.5 The CONSULTANT shall not be compensated for costs and expenses associated with the use of funds from Contingency or Allowance Accounts without prior written or verbal authorization from the DIRECTOR.

3.6 In accordance with Sec. 287.055(5)(a), Florida Statutes (1997), the CONSULTANT hereby certifies that wage rates and other factual unit costs and any cost(s) for equipment or supplies are accurate, complete and current as of the date of this Agreement, or of said negotiation, as applicable. It is further agreed that said compensation shall be adjusted to exclude any significant sums by which the COUNTY shall determine that such costs were increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within three (3) years from the date of final billing or acceptance of the Work by the COUNTY, whichever is later.

3.7 The CONSULTANT shall prepare and submit invoices as detailed below:

A. Each invoice must reference the particular work order which authorized the services rendered, must contain a paragraph attesting to the veracity and correctness of the amount due and must be signed by the CONSULTANT's project manager.

B. Time and materials invoices must be fully itemized and accompanied by original receipts, timesheets, logs, allowance/contingency account approval letters, or other documentation to support the invoiced amount, as necessary. Lump sum invoices may require the inclusion of all the aforementioned items except timesheets. Invoices that include requests for payment from either allowance or contingency accounts must indicate the amount due for basic services and the amount due from the allowance/contingency account. The cost of services must be calculated in accordance with Article Three of this Agreement. The amount due shall be the sum of the amounts due for all authorized Work performed to date pursuant to work order, less previous payments or retainage. No payment shall be made for the CONSULTANT's time or services in connection with the preparation of invoices or related documents.

C. A final invoice must be submitted within thirty (30) days of completion and acceptance of Work performed pursuant to a work order, unless otherwise stipulated.

D. Concurrent to submission of an invoice to the USER DEPARTMENT, the CONSULTANT shall submit a copy to:

Department of Environmental Resources Management
Pollution Control Division

701 NW 1 Court, 8th Floor
Miami, Florida 33136
Attn.: Julie Balogh

ARTICLE FOUR
Effective Term of the AGREEMENT

4.1 This Agreement shall remain in full force and effect for a period of three (3) years after its date of execution (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of services, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in Article Twelve hereof. The CONSULTANT shall be compensated in accordance with Article Three hereof for the performance of services which are specifically and properly authorized prior to the expiration date of this Agreement but which are completed after the Agreement's effective term.

4.2 This Agreement may be extended upon the same terms and conditions by mutual written consent of the parties for two (2) additional periods of one (1) year each with no additional increase in the maximum compensation limit. The County Mayor or County Mayor's designee has the authority to extend the contract duration. The maximum amount payable to the SERVICE PROVIDER for the aggregate of all services authorized shall not exceed $3,000,000.

ARTICLE FIVE
Indemnification

5.1 The CONSULTANT shall indemnify and hold harmless the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of this Contract, recklessness or intentional wrongful misconduct by the CONSULTANT or its employees, agents, servants, partners, principals, or subcontractors. CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. CONSULTANT expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by CONSULTANT shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the COUNTY or its officers, employees, agents, and instrumentalities as herein provided.

ARTICLE SIX
Insurance

6.1 The CONSULTANT shall not commence any Work pursuant to this Agreement until all insurance required under this Article has been obtained and such insurance has been approved by the COUNTY's Risk Management Division. The CONSULTANT shall maintain during the term of this Agreement and furnish to the COUNTY their certificates of insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the CONSULTANT as required by Florida Statute 440, as presently written or hereafter amended.
B. Public Liability Insurance, on a comprehensive basis, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be named as an additional insured with respect to this coverage.
C. Pollution Liability Insurance in an amount not less than $500,000 combined single limit per occurrence.
D. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Work, in an amount not less than $500,000 per occurrence combined single limit for bodily injury and property damage. Under no circumstances is the CONSULTANT permitted on Miami-Dade County airport property, Airside Operation Area, without increasing automobile coverage to $5,000,000.
E. Professional Liability Insurance in the amount of $1,000,000 providing for all sums which the CONSULTANT shall become legally obligated to pay as damages for claims arising out of the services performed by the CONSULTANT or any person employed by the CONSULTANT in connection with this Agreement.

6.2 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida. The Company must be rated no less than "B" as to management, and no less than "Class V" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the COUNTY's Risk Management Division, or, the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and be members of the Florida Guaranty Fund.

6.3 The CONSULTANT shall furnish certificates of insurance to the Risk Management Division, Suite 2460, Miami-Dade Center, 111 N.W. First Street, Miami, Florida 33128-1987 prior to the commencement of operations, which certificates shall clearly indicate that the CONSULTANT has obtained insurance in the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

6.4 Compliance with the foregoing requirements shall not relieve the CONSULTANT of the liabilities and obligations under this Article or under any other portion of this Agreement. The CONSULTANT shall not commence any Work pursuant to this Agreement until all the required insurance coverages have been obtained and such insurance has been approved by the COUNTY's Risk Management Division.

ARTICLE SEVEN
Performance and Payment Bond

7.1 Before commencing any construction Work authorized under this Agreement, the CONSULTANT shall execute, record in the public records of the COUNTY and deliver to the DIRECTOR a Public Construction Bond in the form provided in Sec. 255.05 of the

Florida Statutes in an amount not less than the full amount of the Work Order for such project. The surety company providing the bond shall meet the requirements contained herein in Attachment D, Standard Bond requirements. The requirement that the CONSULTANT shall provide this bond is in addition to all other requirements of this Agreement pertaining to indemnification and insurance, and shall not be construed as a limitation on the extent of CONSULTANT's responsibility or liability pursuant to the indemnification and insurance provisions of this Agreement.

7.2 At the discretion of the DIRECTOR, and in accordance with Sec. 255.05(1)(a), Florida Statutes (1997), projects with construction costs estimated at less than $200,000 may be exempted from bonding requirements.

ARTICLE EIGHT
Professional Independence of the CONSULTANT

8.1 It is understood and agreed that the CONSULTANT is not an agent, employee or representative of the COUNTY, nor does it have authority to act on behalf of the COUNTY or any of its agencies. The CONSULTANT is, and shall remain, an independent professional with respect to all services performed under this Agreement. No partnership relationship between the COUNTY and the CONSULTANT is created or intended by this Agreement. No associate or employee of the CONSULTANT shall be deemed to be an employee of the COUNTY for any purpose whatsoever.

ARTICLE NINE
Assignment

9.1 This is an Agreement for unique professional services and the CONSULTANT's obligations hereunder are not assignable, except as and to the extent proposed by the CONSULTANT's submittal to the COUNTY during the selection process.

9.2 The CONSULTANT shall not otherwise assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of any of its rights under this Agreement, or any interest in any portion of same, without the prior written consent of the COUNTY, pursuant to its policy on subcontractor substitution.

ARTICLE TEN
Retainage

10.1 The COUNTY reserves the right to establish the amount and application of retainage on a task assignment basis. A maximum of 10% from each payment to the CONSULTANT may be retained pending satisfactory completion of a task assignment and approval of all deliverables.

ARTICLE ELEVEN
Liquidated Damages

11.1 At the option of the COUNTY and unless otherwise agreed, Liquidated Damages will be assessed against the CONSULTANT due to Non-Excusable Delays for each day the Work exceeds specified deadlines and Liquidated Indirect Costs will be recoverable by the CONSULTANT due to Excusable Compensable Delays for each day the delay causes the Work to exceed specified deadlines. The above shall be determined and detailed in the work order.

ARTICLE TWELVE
Cancellation or Termination

12.1 It is expressly understood and agreed that the County Mayor or County Mayor's designee may terminate this Agreement, in whole or in part, without cause or penalty, by thirty (30) days prior written notification from the County Mayor or County Mayor's designee in which event the COUNTY's sole obligation to the CONSULTANT shall be payment, in accordance with Article Three, for those units or sections of Work previously authorized. Such payment shall be determined on the basis of the hours or percentage of Work performed by the CONSULTANT up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due.

12.2 In the event the CONSULTANT fails to comply with the provisions of this Agreement, the DIRECTOR may declare the CONSULTANT in default by ten (10) days prior written notification. In such event, the CONSULTANT shall only be compensated for any completed professional services. If partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall be compensated on a percentage of the professional services which have been performed at the time the DIRECTOR declares a default. In the event the COUNTY prevails in litigation to enforce the provisions of this Article, the COUNTY shall be compensated by the CONSULTANT for reasonable attorney's fees and court costs.

ARTICLE THIRTEEN
Ordinances, Resolutions and Other Requirements

13.1 The CONSULTANT agrees to comply with the Miami-Dade County Code and all applicable County and State Ordinances, Resolutions and/or Regulations, including but not necessarily limited to the following items. The CONSULTANT further agrees to comply with any other Ordinance or Resolution of the County that may become effective before the execution by both parties of this Agreement. Copies of the Ordinances and Resolutions may be picked up at the Office of the Miami-Dade County Clerk of the Board.

(1) Ordinance No. 90-133, Miami-Dade County Disclosure Affidavit;
(2) Ordinance No. 91-22, Certification Regarding Lobbying;
(3) Ordinance No. 91-142, Family Leave; as amended by Ordinance No. 92-91, superseded by Ordinance No. 93-118;modified by Resolution Nos. 1499-91 and R-183-00;
(4) Ordinance No. 92-15, Drug-Free Workplace;
(5) Ordinance No. 92-27, Lobbyist Registration for Oral Presentation;
(6) Ordinance No. 93-129, Debarment Disclosure Affidavit;
(7) State of Florida Statutes 287.133(3) (a) on Public Crimes Affidavit;
(8) Ordinance No. 94-34, Criminal Record Affidavit;
(9) Ordinance No. 95-178, Delinquent or Currently Due Fees or Taxes;
(10) Ordinance No. 97-215, Inspector General (IG);

(11) Ordinance No. 99-152, False Claims;
(12) Ordinance No. 99-162, Payments to County are not in arrears;
(13) Ordinance No. 01-96, Code of Business Ethics Affidavit;
(14) Ordinance No. 07-65, Sustainable Building Program;
(15) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
(16) Resolution No. 113-94, Quarterly Reports (Private Sector Work);
(17) Disability Nondiscrimination Affidavit (Resolution No. 385-95/Americans with Disabilities Act of 1990);
(18) Resolution No. 516-96 and Administrative Order No. 3-20, Independent Private Sector Inspector General (IPSIG);
(19) Resolution No. 744-00, Requiring the continued engagement of critical personnel in contracts for Professional Services for the duration of the Project;
(20) Resolution No. 185-00, Domestic Violence Leave;
(21) Administrative Order 3-39, Architectural and Engineering Selection Process

13.2 The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing, within thirty (30) days of the execution of this Agreement, one of the following with the Miami-Dade County Elections Department, P.O. Box 012241, Miami, FL 33101:

A. A source of income statement OR
B. A current certified financial statement OR
C. A copy of the CONSULTANT's current Federal Income Tax Return.

13.3 The CONSULTANT shall complete and submit the Vendor Affirmation Affidavit (Attachment E).

ARTICLE FOURTEEN
Affirmative Action and Contract Measures

14.1 The CONSULTANT's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Office of Capital Improvements and any approved update thereof, are hereby incorporated as contractual obligations of the CONSULTANT to Miami-Dade County hereunder. The CONSULTANT shall undertake and perform the affirmative actions specified herein. The DIRECTOR may declare the CONSULTANT in default of this agreement for failure of the CONSULTANT to comply with the requirements of this paragraph.

14.2 In accordance with the Miami-Dade County OCI Project No. E08-DERM-01 Notice to Professional Consultants, the Consultant must comply with the eleven percent (11%) Miami-Dade County Community Business Enterprise (CBE) measure established for this Agreement. Participating CBE firms satisfying the established measures must maintain a valid CBE certification throughout the duration of the contract.

14.3 Pursuant to Miami-Dade County Ordinance, the CONSULTANT is required to submit Monthly Utilization Reports (MUR) to the COUNTY's Department of Small Business Development and DERM, on or before the tenth (10th) working day following the end of the month, specifying the amount of contract monies received from the COUNTY under this and all other County projects that have been paid by the CONSULTANT directly to

all subcontractors, including certified Community Business Enterprise (CBE) firms, as defined in the County Code, that perform part of the Work. Authorized representatives of each subcontractor, including each certified CBE firm, shall sign the MUR(s) verifying the participation of the subcontracted firm on the Agreement and receipt of the monies listed. MURs are to be submitted to (1) the Department of Small Business Development, 111 NW 1 Street, 19th Floor, Miami, FL 33128 and (2) DERM, Pollution Control Division, 701 NW 1 Court, 8th Floor, Miami, Florida 33136, Attention: Julie Balogh, in the format attached hereto as Attachment F titled "Architect & Engineering Utilization Report".

14.4 When applicable, and pursuant to Miami-Dade County Ordinance 97-52, as amended, the CONSULTANT is required to comply with all provisions of the Community Small Business Enterprise (CSBE) Program. Questions regarding the CSBE Program may be directed to the Department of Small Business Development at (305) 375-3111.

ARTICLE FIFTEEN
Paragraph Headings

15.1 The paragraph headings appearing herein shall not be deemed to govern, limit, modify or in any manner, affect the scope, meaning or intent of the provisions of this Agreement. No representations or warranties shall be binding upon either party unless expressed in writing herein.

ARTICLE SIXTEEN
Audit Rights

16.1 The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the Work included herein and for a period of three (3) years after completion of this Agreement. The CONSULTANT agrees to provide copies of any such records upon request by the COUNTY.

ARTICLE SEVENTEEN
Right of Decisions and Dispute Resolution

17.1 The DIRECTOR shall have the sole right to determine on which units or sections of the Work the CONSULTANT shall proceed and in what order. Any written work order(s) issued by the DIRECTOR shall cover in detail the scope, time for completion and maximum compensation for the services requested and authorized in connection with each unit or section of Work.

17.2 All services shall be performed by the CONSULTANT to the satisfaction of the DIRECTOR, who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The DIRECTOR's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon all parties hereto unless such determination is clearly arbitrary or unreasonable.

17.3 In the event the CONSULTANT does not concur with the decisions of the DIRECTOR, the CONSULTANT shall present any such objections in writing to the County Mayor or County Mayor's designee. The DIRECTOR and the CONSULTANT shall abide by the

decisions of the County Mayor or County Mayor's designee.

17.4 In the event the CONSULTANT and the COUNTY are unable to resolve their differences concerning any determination made by the DIRECTOR or any dispute or claim arising under or relating to this Agreement (referred to in this Section as a "Dispute"), either the CONSULTANT or the COUNTY may initiate a Dispute in accordance with the procedure set forth in this Article. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

17.5 Any and all Disputes shall be decided by a judge selected from the panel of retired judges qualified to serve as hearing examiners pursuant to Section 2-8.4 of the Code of Miami-Dade County, governing bid protest procedures, or successor ordinance. The DIRECTOR shall select and appoint the judge upon timely request made under this Article.

17.6 As soon as practicable, the judge shall adopt a schedule for the CONSULTANT and the COUNTY to file written submissions stating their respective positions and the bases therefore. The written submissions shall include copies of all documents and sworn statements in affidavit form from all witnesses relied on by each party in support of its position. Within 20 working days of the date on which such written submissions are filed, the judge shall afford each party an opportunity to present a maximum of one hour of argument. The judge may decide the Dispute on the basis of the affidavits and other written submissions if in his or her discretion there is no issue of material fact and the party is entitled to a favorable resolution pursuant to the terms of this Agreement and applicable law. As part of such decision, the judge shall determine the timeliness and sufficiency of each claim at issue. The judge shall have the authority to rule on questions of law, including Disputes over contract interpretation, and to resolve claims, or portions of claims, via summary judgment where there are no disputed issues of material fact.

17.7 In the event that the judge determines that the affidavits or other written submissions present issues of material fact, the judge shall allow the presentation of evidence in the form of lay or expert testimony directed solely to the issues which he or she may specifically identify to require factual resolution. The testimonial portion of the process shall not exceed one day in duration per side, including opening statements and closing arguments, if allowed by the judge in his or her reasonable discretion.

17.8 No formal discovery shall be allowed in connection with any proceeding under this Article. Notwithstanding the foregoing, both parties agree that all of the audit, document inspection, information and documentation requirements set forth elsewhere in this Agreement shall remain in force and effect throughout the proceeding. The judge shall not schedule the hearing until both parties have made all their respective records available for inspection and reproduction and the parties have been afforded reasonable time to analyze the records. The continued failure of a party to comply with the document inspection, examination, or submission requirements set forth in this Agreement shall constitute a waiver of that parties claims and/or defenses, as applicable. Hearsay evidence shall be admissible but shall not form the sole basis for any finding of fact.

17.9 The judge shall issue a written decision within 15 working days after conclusion of any testimonial proceeding, and if no testimonial proceeding is conducted, within 45 days of the filing of the last written submission. The decision of the judge shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below.

17.10 If either party wishes to protest the decision of the judge, such party may commence an appeal in a Court of competent jurisdiction no later than 30 calendar days from the issuance of the judge's written decision, it being understood that the review of the Court shall be limited to the question of whether or not the judge's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

17.11 Pending final decision of a Dispute hereunder, the CONSULTANT shall proceed diligently with the performance of this Agreement and in accordance with the DIRECTOR's interpretation.

17.12 The CONSULTANT shall share equally with the COUNTY in the total cost of the hearing. Total cost shall include the hearing room, the hearing examiner, court reporter appearance fees and transcript fees if required by the hearing examiner.

ARTICLE EIGHTEEN
Ownership of Documents and Information

18.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the County. However, the County may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the County in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from County. The Consultant shall warrant to the County that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement.

ARTICLE NINETEEN
Agreement Open to Public

19.1 This Agreement, with its appendices, is a public record and is subject to public inspection under Chapter 286, Florida Statutes, popularly known as the "Government in the Sunshine Law". When the CONSULTANT advises the COUNTY in writing of the sensitive nature of information claimed to be proprietary, to the extent that Chapter 286, Florida Statutes, allows proprietary information to be withheld from public inspection, the COUNTY shall respect the sensitive nature of such proprietary information and not reveal such information only to the extent allowed by law.

ARTICLE TWENTY
Subcontracting

20.1 The CONSULTANT shall not subcontract any Work under this Agreement without the written consent of the COUNTY. When applicable and upon receipt of such consent in writing, the CONSULTANT shall cause the names of the firms responsible for each separate specialty of the Work to be inserted in the pertinent documents or data. No assignment or transfer of Work will be allowed.

ARTICLE TWENTY-ONE
Warranty

21.1 The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or its COUNTY-approved subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also warrants that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the CONSULTANT or its COUNTY approved subconsultants, to accomplish the Work contemplated under the terms of this Agreement. For breach or violation of this warranty, the County Manager shall have the right to cancel this Agreement without liability.

ARTICLE TWENTY-TWO
Notices

22.1 Any notices, reports or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail or delivered in person to the DIRECTOR. Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to:

Gabino Cuevas, P.E., CEO
Cherokee Enterprises, Inc.
14474 Commerce Way
Miami Lakes, FL 33016

ARTICLE TWENTY-THREE
Miami-Dade County Inspector General
And Independent Private Sector Inspector General

23.1 The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims which may result from any negligent, reckless or intentionally wrongful actions, errors or omissions of the CONSULTANT in which the COUNTY participated either through review or concurrence of the CONSULTANT's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Sub consultants, the registered professionals (architects and/or engineers) under this Agreement.

23.2 According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Contractor shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

2. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

The attention of the CONSULTANT is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an **INDEPENDENT PRIVATE-SECTOR INSPECTOR GENERAL (IPSIG)** who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the CONSULTANT and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of CONSULTANT, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to CONSULTANT from an IPSIG, the CONSULTANT shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the CONSULTANT's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE TWENTY-FOUR
Sustainable Building Program

24.1 The Primary mechanism for determining compliance with the program shall be the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65 and Implementing Order 8-8. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.

A. New Construction: All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
B. Major Renovations & Remodels: All major renovations/remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
C. Non-major Renovations/Remodels: All non-major renovations/remodels begun shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-EB or LEED-CI.
D. Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED-approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

ARTICLE TWENTY-FIVE
Prompt Payment

25.1 It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than

sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

ARTICLE TWENTY-SIX
Performance Evaluations

26.1 Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

ARTICLE TWENTY-SEVEN
Sanctions For Contractual Violations

27.1 Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Sections 2-10.4.01 and 10-33.02 of the Miami-Dade County Code, the County may terminate the contract or require the termination or cancellation of the sub consultant contract. In addition, a violation by a respondent or sub consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

ARTICLE TWENTY-EIGHT
Entirety of Agreement

28.1 This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

28.2 No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of County Commissioners.

28.3 This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties have executed these presents this 21ST day of OCTOBER, 2008.

ATTEST:

HARVEY RUVIN

By: _____
Deputy Clerk

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
County Mayor

ATTEST:

(Corporate Seal)

By: (Signature) _____
(Name) Gabino Cuevas, P.E.
(Title) Chief Executive Officer

By: (Signature) _____
(Name) Christine Franklin, PE
(Title) President

ATTACHMENT

A

Labor Rate Summary

Short table of bare labor rates for the Petroleum Cleanup Preapproval Program.

Occupational Groups	Occupational Levels	Representative Occupational Titles	Pre-March 2000 Rate[2]	March 2000 Rate[3]	November 2002 Rate[4]	March 2004 Rate[5]	December 2005 Rate[6]	February 2007 Rate[7]	February 2008 Rate[8]
Management	Upper Level	Principal[1]	39.55	42.93	44.00	46.20	48.50	50.43	**51.90**
	Middle Level	Project Manager	29.41	31.92	32.72	34.36	36.07	37.51	**38.60**
	Lower Level	Chief Engineer/Geologist/Scientist	27.78	30.16	30.91	32.46	34.08	35.44	**36.47**
Professional	Upper Level	Principal or Senior Engineer/Geologist/Scientist	27.62	29.98	30.73	32.27	33.88	35.23	**36.26**
	Middle Level	Associate Engineer/Geologist/Scientist	21.18	22.99	23.57	24.75	25.98	27.01	**27.80**
	Lower Level	Staff or Field Engineer/Geologist/Scientist	16.83	18.27	18.73	19.67	20.65	21.47	**22.09**
Technical	Upper Level	Foreman/Technician Supervisor/Senior Technician	17.80	19.32	19.80	20.79	21.83	22.70	**23.36**
	Middle Level	Technician II or Eng/Geo/Sci Technician or Drafts Person II	13.43	14.58	14.94	15.69	16.47	17.13	**17.63**
	Lower Level	Technician I/Drafts Person I	9.63	10.45	10.71	11.25	11.81	12.28	**12.64**
Secretarial / Clerical	Upper Level	Clerical Supervisor/Administrative Assistant	13.07	14.19	14.54	15.27	16.03	16.67	**17.16**
	Middle Level	Secretary/Typist (Word Processor)	10.92	11.85	12.15	12.76	13.40	13.93	**14.34**
	Lower Level	General Office Clerk	8.00	8.68	8.90	9.35	9.82	10.21	**10.51**
Labor	Upper Level	Operator III	12.50	13.57	13.91	14.61	15.34	15.95	**16.41**
	Middle Level	Operator II/ Laborer III	9.00	9.77	10.01	10.51	11.03	11.47	**11.80**
	Lower Level	Operator I/ Laborer II	7.00	7.60	7.79	8.18	8.59	8.93	**9.19**

[1] The rate for 'Principal' is provided for reference only. This category is not directly billable under preapproval.

[2] The "Pre-March 2000 Rate" column lists the original allowed labor rates under preapproval. These rates must be used for adjustments to any Work Orders issued prior to March 1, 2000. For more information see the full labor rates table.

[3] The "March 2000 Rate" column lists the labor rates for all preapproval Work Orders issued on or after March 1, 2000. This rate was derived from the original rates by application of the U.S. Department of Labor's Employment Cost Index. See the full rate table for more information.

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Labor Rate Summary

[4] The "November 2002 Rate" column lists the labor rates for all preapproval Work Orders issued on or after the implementation of the 2002 SOP. This rate was derived by increasing the "March 2000 Rate" by 2.5%.

[5] The "March 2004 Rate" column lists the labor rates for all preapproval Work Orders issued on or after the implementation of the 2004 SOP updates. This rate was derived by increasing the "November 2002 Rate" by 5%.

[6] The "December 2005 Rate" column lists the labor rates for all preapproval Work Orders issued on or after the implementation of the 2005 SOP updates. This rate was derived by increasing the "March 2004 Rate" by 4.98% based on the change in the U.S Department of Labor's Consumer Price Index for all urban users in the Southern region since the prior adjustment.

[7] The "February 2007 Rate" column lists the labor rates for all preapproval Work Orders issued on or after the implementation of the 2005 SOP updates. This rate was derived by increasing the "December 2005 Rate" by 3.98% based on the change in the U.S Department of Labor's Consumer Price Index for all urban users in the Southern region since the prior adjustment.

[8] The "February 2008 Rate" column lists the labor rates for all preapproval Work Orders issued on or after the implementation of the 2005 SOP updates. This rate was derived by increasing the "February 2007 Rate" by 2.91% based on the change in the U.S Department of Labor's Consumer Price Index for all urban users in the Southern region since the prior adjustment.

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Labor Categories

'his table contains the Occupational Groups, Occupational Titles, Position Definitions, Minimum Qualification and Typical Job Duties that were used in the 1997 Environmental Services)ccupational Wage Survey and Report as performed by the Department of Labor and Employment Security, Bureau of Labor Market Information. Personnel that are to be billed according to specified Occupational Group must meet the minimum qualifications for that group, regardless of occupational title. Personnel that do not meet the minimum qualifications for a specified ccupational group cannot be billed in that group, regardless of job title. The contractor is responsible for ensuring that their personnel are billed appropriately. Site Managers should not equest documentation to support the contractor's claims. The verification of qualifications will be an audit component and misrepresentation of qualifications or occupational group will be onsidered cause for cost recovery. For a complete copy of the survey and report, please contact the Florida Department of Environmental Protection, Petroleum Cleanup Section 2 at (850) 45-8839.

DLES Occupational Groups	Occupational (Job) Titles	Position Definition	Minimum Qualifications	Typical Job Duties
Upper Level Management	Principal	A partner, officer, or senior executive of an organization whose duties and responsibilities are too diverse and general in nature to be classified.	1. A bachelor's degree from an accredited college or university. 2. Ten years of professional experience, five of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience.	1. Negotiate and approve contracts and agreements on behalf of the organization. 2. Formulate and approve organizational policies and financial decisions on the behalf of the organization. 3. Control and coordinate organizational staffing, including hiring, transferring, and firing of personnel on behalf of the organization. 4. Perform a very limited amount (less than 10% of monthly time) of lower level management responsibilities.
Middle Level Management	Project Manager	A manager who plans, coordinates, and directs, usually through subordinate supervisory personnel, all the construction activities and matters of an organization or organization unit.	1. A bachelor's degree from an accredited college or university. 2. Eight years of professional experience, five of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience.	1. Oversee many or all of the projects and/ or scope of work of an organizational unit. 2. Prepare and approve project budgets, schedules, and financial obligations of an organization or organizational unit. 3. Approve vendor and subcontractor invoices for payment and the use of company equipment and personnel for project objectives. 4. Perform a limited amount (less than 20% of monthly time) of upper level professional and/ or upper level professional .job responsibilities.

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Labor Categories

Lower Level Management	Chief Geologist/Engineer/Scientist	One who plans, coordinates, and directs, usually through subordinate supervisory personnel, all of the engineering \ geological and hydrogeological \ science related activities and matters of an organization or organizational unit.	1. A bachelor's degree from an accredited college or university. 2. Five years of professional experience, three of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience.	1. Oversee many or all of the projects and/ or scope of work of an organizational unit. 2. Prepare and approve project budgets, schedules, and financial obligations of an organization or organizational unit. 3. Approve vendor and subcontractor invoices for payment and the use of company equipment and personnel for project objectives. 4. Perform a limited amount (less than 10% of monthly time) of middle level professional job responsibilities.

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Labor Categories

DLES OCCUPATIONAL GROUPS	LEVEL OF EFFORT GUIDELINES TITLES	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Upper Level Professional	Principal Engineer/Geologist/Scientist	One who because of qualifications, experience, and testing is licensed by the State of Florida to represent themselves as an expert in this profession.	1. A bachelor's degree in the field of science or engineering from an accredited college or university. 2. Eight years of professional experience, five of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience.	1. Serve as project scientific or engineering leader. 2. Assign, supervise and/ or oversee the work activities of other organizational personnel and /or subcontracts and vendors. 3. Review and approve scientific or engineering reports, documents, maps, plans, and/or drawings before submittal to the client and regulatory agencies. 4. Perform a limited amount (less than 20% of monthly time) of middle and lower level management and / or middle and lower level professional job responsibilities.
Upper Level Professional	Senior Engineer/Geologist/Scientist	One who performs a variety of engineering work in overseeing the design, construction and installation of structures, mechanical equipment, electrical equipment or chemical plants and systems.	1. A bachelor's degree in the field of science or engineering from an accredited college or university. 2. Eight years of professional experience, five of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience.	1. Serve as project scientific or engineering leader. 2. Assign, supervise and/ or oversee the work activities of other organizational personnel and /or subcontracts and vendors. 3. Review and approve scientific or engineering reports, documents, maps, plans, and/or drawings before submittal to the client and regulatory agencies. 4. Perform a limited amount (less than 20% of monthly time) of middle and lower level management and / or middle and lower level professional job responsibilities.
Middle Level Professional	Associate Engineer/Geologist/Scientist	One who performs a variety of engineering work in planning, designing, manufacturing, and installing of equipment and systems or one who performs geological related activities, associated with an area of geological expertise.	1. A bachelor's degree in the field of science or engineering from an accredited college or university. 2. Five years of professional experience, three of which must be in their area of expertise. A postgraduate degree may substitute for two years of experience.	1. Supervise and/or oversee technical and/or skilled labor personnel. 2. Tabulate and/or review field data, testing results, or other technical information for review and use by upper level professional personnel. 3. Prepare scientific or engineering reports, documents, maps, plans, and/or drawings for review and use by upper level personnel 4. Perform a limited amount (less than 20% of monthly time) of upper level professional and/or upper level technical responsibilities.

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Labor Categories

DLES OCCUPATIONAL GROUPS	LEVEL OF EFFORT GUIDELINES TITLES	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Lower Level Professional	Staff or Field Engineer/Geologist/Scientist	One who performs a variety of engineering \ geological related activities associated with their area of expertise, and whose responsibilities are usually assigned by an middle level professional.	1. A bachelor's degree in the field of science or engineering from an accredited college or university. 2. Up to three years of professional experience which must be in their area of expertise. A postgraduate degree may substitute for two years of experience.	1. Tabulate and/or review field data, testing results, or other technical information for review and use by upper level professional personnel. 2. Prepare scientific or engineering reports, documents, maps, plans, and/or drawings for review and use by upper \ middle level personnel.
Upper Level Technical	Foreman	An individual who supervises, oversees, and coordinates the activities of other nonprofessional staff concerned with the completion of construction projects.	1. An associate degree from an accredited college or university. 2. Five years of technical experience which must be in their area of expertise. Completion of a two year college level course of study may substitute for one year of experience.	1. Supervise middle technical , upper and /or middle and / or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level technical job responsibilities.
Upper Level Technical	Technician Supervisor	A technician who supervises, oversees, and coordinates the activities of other nonprofessional staff concerned with the completion of projects.	1. An associate degree from an accredited college or university. 2. Five years of technical experience which must be in their area of expertise. Completion of a two year college level course of study may substitute for one year of experience.	1. Supervise middle technical , upper and /or middle and / or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level technical job responsibilities.

Labor Categories

DLES OCCUPATIONAL GROUPS	LEVEL OF EFFORT GUIDELINES TITLES	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Upper Level Technical	Senior Technician	A technician who oversees and conducts various scientific tests and field investigations to obtain data and information for use and analysis by other project personnel.	1. ~~An associate degree from an accredited college or university.~~ 2. Five years of technical experience which must be in their area of expertise. Completion of a two year college level course of study may substitute for one year of experience.	1. Supervise middle technical , upper and /or middle and / or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level technical job responsibilities.
Middle Level Technical	Technician II	A technician who performs routine labor tasks related to on-site installations, maintenance and repair of machinery and equipment.	1. A high school diploma . 2. More than three years of experience in their area of expertise. Completion of a two- year college level course of study may substitute for one year of experience.	1. Supervise lower technical , upper and /or middle and / or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of lower level technical job responsibilities.
Middle Level Technical	Engineer/Geologist/Scientist Technician	A technician who conducts tests and field investigations to obtain engineering \geological \scientific data for use by other project personnel.	1. A high school diploma . 2. More than three years of experience in their area of expertise. Completion of a two- year college level course of study may substitute for one year of experience.	1. Supervise lower technical , upper and /or middle and / or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of lower level technical job responsibilities.

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Labor Categories

DLES OCCUPATIONAL GROUPS	LEVEL OF EFFORT GUIDELINES TITLES	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Middle Level Technical	Drafts Person II	A technician who prepares working plans and detailed drawings from sketches and notes for engineering or scientific purposes. Includes both manual and computer assisted drafting.	1. A high school diploma . 2. More than three years of experience in their area of expertise. Completion of a two- year college level course of study may substitute for one year of experience.	1. Supervise lower technical , upper and /or middle and / or lower labor personnel as assigned by professional level personnel. 2. Review and/or oversee the collection, recording, and/or tabulating of field data for use by professional level personnel. 3. Review and/or oversee the preparing of technical documents, maps, plans and/or drawings for use by professional level personnel. 4. Perform a limited amount (less than 20% of monthly time) of lower level technical job responsibilities.
Lower Level Technical	Technician I	A technician who assists in routine labor tasks related to on-site installations, maintenance and repair of machinery and equipment. Entry level position, under close supervision.	1. A high school diploma. 2. Up to three years of experience in their area of expertise. Completion of a two-year level course of study may substitute for one year of experience.	1. Assist and work under the direct supervision of middle level technical and / or professional level personnel. 2. Collect, record, and/or tabulate field data for review and use by upper /middle level technical and/ or professional level personnel. 3. Prepare technical documents, maps, plans, and/or drawings for use by upper / middle level technical and/or professional level personnel.
Lower Level Technical	Drafts Person I	A technician who performs entry to mid-level drafting, such as minor edits to existing working plans and drawings, for engineering or scientific purposes. Includes both manual and computer assisted drafting.	1. A high school diploma. 2. Up to three years of experience in their area of expertise. Completion of a two-year level course of study may substitute for one year of experience.	1. Assist and work under the direct supervision of middle level technical and / or professional level personnel. 2. Collect, record, and/or tabulate field data for review and use by upper /middle level technical and/ or professional level personnel. 3. Prepare technical documents, maps, plans, and/or drawings for use by upper / middle level technical and/or professional level personnel.

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Labor Categories

DLES OCCUPATIONAL GROUPS	LEVEL OF EFFORT GUIDELINES TITLES	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Upper Level Secretarial / Clerical	Clerical Supervisor	A clerical worker who supervises, oversees, and coordinates the activities of secretarial and clerical support workers.	1. A high school diploma. 2. More than five years of work related experience. Completion of a two year college level course of study may substitute for one year of experience.	1. Supervise and / or oversee other secretarial and / or clerical personnel. 2. Assist or work under the direct supervision of management, professional, and / or upper level technical personnel. 3. Prepare reports, documents, invoices, and / or other information as requested for review and approval by management, professional, and / or upper level technical personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level secretarial and clerical job responsibilities.
Upper Level Secretarial / Clerical	Administrative Assistant	A clerical worker who assists managers and upper level professionals in coordination of personnel, budget preparation, and records maintenance.	1. A high school diploma. 2. More than five years of work related experience. Completion of a two year college level course of study may substitute for one year of experience.	1. Supervise and / or oversee other secretarial and / or clerical personnel. 2. Assist or work under the direct supervision of management, professional, and / or upper level technical personnel. 3. Prepare reports, documents, invoices, and / or other information as requested for review and approval by management, professional, and / or upper level technical personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level secretarial and clerical job responsibilities.
Middle Level Secretarial / Clerical	Secretary	A clerical worker who schedules appointments and travel, handles minor administrative duties, types routine correspondence, and performs other related duties.	1. A high school diploma. 2. More than three years of work related experience. Completion of a two year college level course of study may substitute for one year of experience.	1. May assist or work under the direct supervision of management, professional, upper level technical and / or upper level secretarial personnel. 2. May prepare reports, documents, invoices, and / or other information as requested for review and approval by management, professional, and / or upper level technical personnel and / or upper level secretarial personnel. 3. May perform a limited amount (less than 20% of monthly time) of lower level secretarial and clerical job responsibilities. 4. May operate office and / or data processing equipment.

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Labor Categories

DLES OCCUPATIONAL GROUPS	LEVEL OF EFFORT GUIDELINES TITLES	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Middle Level Secretarial / Clerical	Typist (Word Processor)	A clerical worker who types or word processes letters, reports, forms, or other straight copy material from rough drafts, corrected copies, or voice recordings.	1. A high school diploma. 2. More than three years of work related experience. Completion of a two year college level course of study may substitute for one year of experience.	1. May assist or work under the direct supervision of management, professional, upper level technical and / or upper level secretarial personnel. 2. May prepare reports, documents, invoices, and / or other information as requested for review and approval by management, professional, and / or upper level technical personnel and / or upper level secretarial personnel. 3. May perform a limited amount (less than 20% of monthly time) of lower level secretarial and clerical job responsibilities. 4. May operate office and / or data processing equipment.
Lower Level Secretarial / Clerical	General Office Clerk	A clerical worker who performs various and diverse office clerical functions to general to be classified.	1. A high school diploma. 2. Up to three years of work related experience. Completion of a two-year college level course of study may substitute for one year of experience.	1. May operate office and / or data processing equipment. 2. May maintain project files, documents, and / or correspondence. 3. May assist or work under the direct supervision of management, professional, upper level technical , upper level secretarial and / or upper level professional.
Upper Level Labor	Operator III	A tradesman who operates heavy construction equipment to excavate, move, or grade earth, erect structural or reinforcing steel, pour concrete, or lay asphalt pavement.	1. A high school diploma and / or licensed by the State of Florida in a skilled trade. 2. More than five years of experience in their trade or area of expertise. Completion of a two year college level or apprenticeship course of study may substitute for one year of experience.	1. Install, repair, and / or test field equipment, machinery, or materials. 2. Supervise and / or oversee middle lower level labor personnel. 3. Implement plans and / or drawings that have been approved by professional personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level job responsibilities.
Upper Level Labor	Electrician	A tradesman who installs, maintains, and repairs electrical wiring, equipment, and fixtures. Ensures work is completed according to relevant codes.	1. A high school diploma and / or licensed by the State of Florida in a skilled trade. 2. More than five years of experience in their trade or area of expertise. Completion of a two year college level or apprenticeship course of study may substitute for one year of experience.	1. Install, repair, and / or test field equipment, machinery, or materials. 2. Supervise and / or oversee middle lower level labor personnel. 3. Implement plans and / or drawings that have been approved by professional personnel. 4. Perform a limited amount (less than 20% of monthly time) of middle level job responsibilities.

Labor Categories

DLES OCCUPATIONAL GROUPS	LEVEL OF EFFORT GUIDELINES TITLES	POSITION DEFINITION	MINIMUM QUALIFICATIONS	TYPICAL JOB DUTIES
Middle Level Labor	Operator II	A tradesman who operates light to heavy weight construction equipment such as front loaders and backhoes to excavate, move, or load earth, gravel, or similar materials.	1. A high school diploma. 2. More than three years of experience in their trade or area of expertise. Completion of a two-year college level or apprenticeship course of study may substitute for one year of experience.	1. Install, repair, and / or test field equipment, machinery, or materials. 2. Assist and / or work under the direct supervision of upper level labor personnel. 3. Perform a limited amount (less than 20% of monthly time) of lower level job responsibilities. 4. Supervise and / or oversee lower level labor personnel.
Middle Level Labor	Laborer III	A worker who performs manual labor and /or may install, repair, and/or test field equipment , machinery, or materials.	1. A high school diploma. 2. More than three years of experience in their trade or area of expertise. Completion of a two-year college level or apprenticeship course of study may substitute for one year of experience.	1. Install, repair, and / or test field equipment, machinery, or materials. 2. Assist and / or work under the direct supervision of upper level labor personnel. 3. Perform a limited amount (less than 20% of monthly time) of lower level job responsibilities. 4. Supervise and / or oversee lower level labor personnel.
Lower Level Labor	Operator I	A tradesman who operates light weight construction equipment such as front loaders and backhoes to excavate, move, or load earth, gravel, or similar materials.	1. No minimum education requirement. 2. Related work experience as required by employer.	1. Assist and / or work under the direct supervision of upper level labor personnel. 2. Perform manual field labor, heavy lifting, and / or clean-up work. 3. Operate hand tools, machinery and / or light equipment and / or light vehicles.
Lower Level Labor	Laborer II	A worker who performs manual labor and may operate hand tools, machinery and / or light equipment and / or light vehicles.	1. No minimum education requirement. 2. Related work experience as required by employer.	1. Assist and / or work under the direct supervision of upper level labor personnel. 2. Perform manual field labor, heavy lifting, and / or clean-up work. 3. Operate hand tools, machinery and / or light equipment and / or light vehicles.
Lower Level Labor	Laborer I	A worker who moves or carries materials or goods manually. Performs a variety of tasks involving the manual movement of objects, tools, or goods.	1. No minimum education requirement. 2. Related work experience as required by employer.	1. Assist and / or work under the direct supervision of upper level labor personnel. 2. Perform manual field labor, heavy lifting, and / or clean-up work. 3. Operate hand tools, machinery and / or light equipment and / or light vehicles.

ATTACHMENT

B

Petroleum Preapproval Program Work Order Template

First Event

Work Order #:	2008-13-W	FDEP/LP Site Mgr:	0	Cost Share Information	
Facility Id #:	13/	Site Name:	0	FDEP Share:	100.00%
Contractor #:	00000	Contractor Name:	0	Applicant/Owner Share:	0.00%
Date:	09/15/08	FDEP Contract #:	N/A	Total:	100.00%

Work Description:

	Template	Comments / Notes	Allowed Cost	Original: Number of Items	Original: Item Cost	Change: Change Amount	Change: Change Costs	Template Total Cost
	Section A: Packaged Work Scopes							
1	Pumping Test or Multiphase Pilot Test		$3,048.90		$0.00		$0.00	$0.00
2	VES or Sparging Pilot Test		$2,055.39		$0.00		$0.00	$0.00
3	Sparging & VES Pilot Test		$3,197.27		$0.00		$0.00	$0.00
4	Monthly O&M Visit		$851.42		$0.00		$0.00	$0.00
5	RAI Monthly O&M Allowance - Small System		$2,776.92		$0.00		$0.00	$0.00
6	RAI Monthly O&M Allowance - Medium System		$3,254.33		$0.00		$0.00	$0.00
7	RAI Monthly O&M Allowance - Large System		$3,831.74		$0.00		$0.00	$0.00
8	RAI Supplemental O&M Monthly Allowance - Thermox/Catox Treatment		$476.03		$0.00		$0.00	$0.00
			Section A Subtotals:		$0.00		$0.00	$0.00
	Section B: Office Activities, Part I							
1	Proposal Preparation		$536.08		$0.00		$0.00	$0.00
2	File Review		$583.13		$0.00		$0.00	$0.00
3	Permits		$730.45		$0.00		$0.00	$0.00
4	Site Health & Safety Plan		$341.70		$0.00		$0.00	$0.00
			Section B Subtotals:		$0.00		$0.00	$0.00
	Section C: Field Activities							
1	Mobilization (2 persons)		$810.76		$0.00		$0.00	$0.00
2	Mobilization (1 person)		$436.20		$0.00		$0.00	$0.00
3	Drilling Setup (w/utility clearance)		$565.93		$0.00		$0.00	$0.00
4	SB for Soil Screening or Piezometer Install (≤ 10 ft)		$236.65		$0.00		$0.00	$0.00
5	SB for Soil Screening or Piezometer Install (> 10 ft to ≤ 30 ft)		$354.98		$0.00		$0.00	$0.00
6	SB for Soil Screening or Piezometer Install (> 30 ft)		$473.31		$0.00		$0.00	$0.00
7	Well Install (≤ 20 ft)		$484.26		$0.00		$0.00	$0.00
8	Well Install (> 20 ft to ≤ 40 ft)		$726.39		$0.00		$0.00	$0.00
9	Well Install (> 40 ft)				$0.00		$0.00	$0.00
10	Well Install, double cased (≤ 40 ft)		$1,452.78		$0.00		$0.00	$0.00
11	Well Install, multiple cased (> 40 ft)				$0.00		$0.00	$0.00
12	Recovery Well Install (≤ 40 ft)		$968.52		$0.00		$0.00	$0.00
13	Recovery Well Install (> 40 ft)				$0.00		$0.00	$0.00
14	Air Sparging Well Install (≤ 40 ft)		$363.20		$0.00		$0.00	$0.00
15	Soil VE Well Install (≤ 40 ft)		$242.13		$0.00		$0.00	$0.00
16	AS and/or VE Well Install (> 40 ft)				$0.00		$0.00	$0.00
17	Well or Piezometer Abandonment (each)		$85.65		$0.00		$0.00	$0.00
18	Recovery Well Abandonment (per well)		$243.18		$0.00		$0.00	$0.00
19	Well Sampling (per well)		$241.75		$0.00		$0.00	$0.00
20	Water Level Only or Free Product Gauging (per well)		$24.58		$0.00		$0.00	$0.00
21	Free Product Gauging & Bailing (per well)		$116.13		$0.00		$0.00	$0.00
22	Area Survey		$968.52		$0.00		$0.00	$0.00
23	1/2 Day Oversight (total 1/2 days x number of people)		$447.14		$0.00		$0.00	$0.00
24	Whole Day Oversight (total days x number of people)		$894.28		$0.00		$0.00	$0.00
25	Kit Allowance (number of days) (no per diem included)		$342.06		$0.00		$0.00	$0.00
26	Per Diem (total days x number of people)		$117.96		$0.00		$0.00	$0.00
			Section C Subtotals:		$0.00		$0.00	$0.00
	Section D: Other Field Work							
1	Other Field Work				$0.00		$0.00	$0.00
2	Other Field Work				$0.00		$0.00	$0.00
			Section D Subtotals:		$0.00		$0.00	$0.00
	Section E: Other Equip. Rental Cost(s)							
1	Other Equipment				$0.00		$0.00	$0.00
2	Other Equipment				$0.00		$0.00	$0.00
			Section E Subtotals:		$0.00		$0.00	$0.00

Florida Department of Environmental Protection-Division of Waste Management-Bureau of Petroleum Storage Systems

Petroleum Preapproval Program Work Order Template

First Event

Work Order #: 2008-13-W Facility Id #: 13/ Site Name: 0 Date: 09/15/08

Template	Comments / Notes	Allowed Cost	Original: Number of Items	Original: Item Cost	Change: Change Amount	Change: Change Costs	Template Total Cost
Section F: In-house Service Cost(s)							
1 Laboratory				$0.00		$0.00	$0.00
2 Drilling				$0.00		$0.00	$0.00
3 Direct Push				$0.00		$0.00	$0.00
4 Construction				$0.00		$0.00	$0.00
5 Other				$0.00		$0.00	$0.00
		Section F Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section G: Subcontractor Cost(s)	Sub Markup = 10.00%	Unit Cost	# Units		Do not include markup		
1 Laboratory (from worksheet)		$0.00	1	$0.00		$0.00	$0.00
2 Laboratory				$0.00		$0.00	$0.00
3 Mobile Lab				$0.00		$0.00	$0.00
4 Drilling				$0.00		$0.00	$0.00
5 Direct Push				$0.00		$0.00	$0.00
6 Construction				$0.00		$0.00	$0.00
7 Non-Capital Equip. and/or Materials				$0.00		$0.00	$0.00
8 Remedial Equip./System Lease				$0.00		$0.00	$0.00
9 Disposal				$0.00		$0.00	$0.00
10 Other				$0.00		$0.00	$0.00
		Section G Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section G1: Remedial System Purchase					Do not include markup		
1 Remedial System Costs				$0.00		$0.00	$0.00
2 PAC Remedial System Costs				$0.00		$0.00	$0.00
		Remedial System Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section H: Office Activities, Part II							
1 General / SA Report	Field Work x Multiplier				Field Work = $0.00		
Field Work Costs (Secs A, C- D) =	$0.00 25%	$0.00		$0.00		$0.00	$0.00
2 Letter / NPDES Report		$282.27		$0.00		$0.00	$0.00
3 O&M Quarterly Report		$1,645.53		$0.00		$0.00	$0.00
4 O&M Annual Report		$3,036.45		$0.00		$0.00	$0.00
5 Pilot Test Plan or Report		$730.17		$0.00		$0.00	$0.00
6 Level 1 LSRAP or RAP Modification		$1,401.02		$0.00		$0.00	$0.00
7 Level 2 LSRAP or RAP Modification		$2,742.89		$0.00		$0.00	$0.00
8 Level 3 LSRAP or RAP Modification		$4,866.33		$0.00		$0.00	$0.00
9 Level 4 LSRAP or RAP Modification		$8,038.42		$0.00		$0.00	$0.00
10 Level 1 Remedial Action Plan		$12,072.42		$0.00		$0.00	$0.00
11 Level 2 Remedial Action Plan		$16,076.85		$0.00		$0.00	$0.00
12 As-built Drawings (P.E. red lined)		$617.81		$0.00		$0.00	$0.00
13 Construction Drawings and Specs		$3,398.01		$0.00		$0.00	$0.00
14 RAC Bid Package Solicitation/Evaluation		$1,916.72		$0.00		$0.00	$0.00
15 RA Startup Report or Source Removal Report		$1,768.80		$0.00		$0.00	$0.00
16 Level 1 Natural Attenuation Plan		$1,079.88		$0.00		$0.00	$0.00
17 Level 2 Natural Attenuation Plan with Modeling		$3,167.62		$0.00		$0.00	$0.00
18 NA or Post RA Monitoring Quarterly Report		$530.10		$0.00		$0.00	$0.00
19 NA or Post RA Semi-Annual Report		$1,079.88		$0.00		$0.00	$0.00
20 Level 1 NA or Post RA Monitoring Annual Report		$1,324.39		$0.00		$0.00	$0.00
21 Level 2 NA Monitoring Annual Report		$2,189.61		$0.00		$0.00	$0.00
22 Well Abandonment Report		$244.51		$0.00		$0.00	$0.00
23 Initial Map & Table Generation		$1,863.05		$0.00		$0.00	$0.00
24 Other Report Type (backup spreadsheet)				$0.00		$0.00	$0.00
		Section H Subtotals:		**$0.00**		**$0.00**	**$0.00**

Deliverables

	Due Date	Deliverable / Documentation
Interim Deliverable		
Final Deliverable Information (Specify only if selected for this event)		
Deliverable #	0	
Deliverable Due	01/00/00	
Period of Service to:		

This Event Template Totals

	Original	Change	Total
Event Total:	$0.00	$0.00	$0.00
Subtotal (less retainage):	$0.00	$0.00	$0.00
Retainage: 10%	$0.00	$0.00	$0.00

Cumulative Work Order Totals (less Retainage)

Invoice	Previous	This Event	Total
# 1-6 Events	n/a	$0.00	$0.00
# 7 Remedial Systems	n/a	$0.00	$0.00
# 8 Final Deliverable	n/a	$0.00	$0.00
# 9 Retainage	n/a	$0.00	$0.00
Work Order Total		$0.00	$0.00

This Event Template Invoice Totals (less Retainage)

Invoice	Original	Change	Total
# 1 1st Event	$0.00	$0.00	$0.00
# 7 Remedial Systems	$0.00	$0.00	$0.00
# 8 Final Deliverable	$0.00	$0.00	$0.00
# 9 Retainage	$0.00	$0.00	$0.00
Event Template Total	$0.00	$0.00	$0.00

ATTACHMENT

C

Equipment Rental Rate Schedule

The listed February 08 amount is the maximum allowable daily compensation. The maximum allowable weekly compensation is 4 times the daily amount. The maximum allowable monthly compensation is 3 times the weekly amount.

Item No.	Equipment	February 08 RATE
1.	Concrete Saw	44.93
2	Conductivity meter, pH meter and thermometer (set)	22.75
3.	Core Drill with 6" bit	114.58
4.	Data logger with transducers	150.98
5.	Dissolved oxygen meter	34.26
6.	Double ring infiltrometer	67.41
7.	Explosimeter	25.27
8.	FID (OVA)	120.75
9.	Gas Chromatograph (portable)	393.17
10.	Generator 5 kw	78.63
11.	Ground Penetrating Radar	898.68
12.	Hand Auger	10.12
13.	High pressure steam cleaner w/generator	140.42
14.	Metal Detector	23.13
15.	Oil/Water Interface Probe	38.48
16.	PID (HNu)	56.17
17.	PID (TIP)	51.82
18.	Portable drill rig	112.34
19.	Pumps:	
	a. Bladder combination	51.06
	b. Centrifugal	25.84
	c. Centrifugal, gas powered (1 1/2-inch)	31.35
	d. Hand	30.05
	e. Peristaltic	31.35
	f. Submersible (2 inch)	64.59
	g. Submersible (4 inch)	39.88
	h. Trash (3-inch & 4-inch)	35.78
20.	Safety Equipment Level C: Polycoated Tyvek, cart. (GMC-H), Hayco booties, surgical gloves, nitral gloves, duct tape and full face respirator	$105.04
21.	Safety Equipment Level D: Tyvek, Hayco booties, outer gloves and surgical gloves	$39.31
22.	Safety Equipment, Modified Level D	12.92
23.	Soil Sampling devices	33.69
24.	Survey Equipment (set)	41.57
25.	Teflon Bailer	6.74
26.	Turbidity Meter	33.69
27.	Water Level Indicator	11.79

Florida DEP - Bureau of Petroleum Storage Systems - Petroleum Cleanup Preapproval Program

Template Equipment Kit Rate Schedule

The listed "TOTAL" amount is the maximum allowable daily compensation. Other numbers are for reference only. The maximum allowable weekly compensation is four (4) times the daily amount. The maximum allowable monthly compensation is three (3) times the weekly amount.

KIT	TOTAL	CONTENTS	USAGE	RATE
1. Soil Assessment Kit	**577.98**			
		FID		120.75
		Soil Sampling Devices		33.69
		Hand auger		10.12
		Modified level D for 2 people		25.84
		Vehicle		84.25
		Expendables		67.41
		~~Per diem~~		~~235.92~~
2. Monitoring Well Installation Kit	**632.75**			
		Survey equipment set		41.57
		Water level indicator		11.79
		FID		120.75
		Oil-water probe		38.48
		Teflon bailer		6.74
		Modified level D for 2 people		25.84
		Vehicle		84.25
		Expendables		67.41
		~~Per diem~~		~~235.92~~
3. Hydrogeologic/Pumping Test Kit	**668.86**			
		Water level indicator		11.79
		Modified level D for 2 people		25.84
		Vehicle		84.25
		Expendables		67.41
		Pump		33.69
		Generator	75%	58.98
		Data logger with transducers		150.98
		~~Per diem~~		~~235.92~~
4. Groundwater Sampling Kit	**628.94**			
		Water level indicator		11.79
		Oil-water probe	50%	19.24
		Vehicle		84.25
		Modified level D for 2 people		25.84
		Expendables		67.41
		Pump		33.69
		Generator	25%	19.66
		Conductivity meter, pH meter and thermometer (set)		22.75
		Dissolved Oxygen Meter		34.26
		Turbidity Meter		33.69
		Teflon bailers (6)/Tubing		40.44
		~~Per diem~~		~~235.92~~

Template Equipment Kit Rate Schedule

KIT	TOTAL	CONTENTS	USAGE	RATE
5. RA Construction Kit	**443.61**			
		FID	25%	30.19
		Vehicle		84.25
		Modified level D for 2 people		25.84
		Expendables		67.41
		~~Per diem~~		~~235.92~~
6. Operation and Maintenance Kit	**495.21**			
		FID	50%	60.38
		Water level indicator		11.79
		Oil-water probe	25%	9.62
		Modified level D for 2 people		25.84
		Vehicle		84.25
		Expendables		67.41
		~~Per diem~~		~~235.92~~

Free Product Template Equipment Kit Rates

These kits are used only for the Free Product Recovery Initiative templates. The listed "TOTAL" amount is the maximum allowable daily compensation. Other numbers are for reference only. The maximum allowable weekly compensation is four (4) times the daily amount. The maximum allowable monthly compensation is three (3) times the weekly amount.

KIT	TOTAL	CONTENTS	USAGE	RATE
1. Free Product Recovery Kit	**344.62**			
		Bailer (x2)		13.48
		Hand auger		10.12
		Modified level D for 1 person		12.92
		Vehicle		84.25
		Oil-water probe		38.48
		Expendables		67.41
		Per diem		117.96
2. Piezometer Installation Kit or Recovery Well Installation Kit	**594.56**			
		Water level indicator		11.79
		FID		120.75
		Hand auger		10.12
		Oil-water probe		38.48
		Modified level D for 2 people		25.84
		Vehicle		84.25
		Expendables		67.41
		Per diem		235.92

Template Equipment Kit Rate Schedule

Expendables

The items listed below are all included under the heading of "expendables" in the equipment kits. Although many of these items are not expendable in the sense that you use them once and then throw them away, these items are indicative of the numerous small and inexpensive items that are included in the kits as expendables. This list is provided as guidance as to the sorts of items that should be considered as covered by the expendable charge in the kit. Questions regarding specific items that are not listed should be directed to your site manager.

The list of frequently used expendables includes the following:

Absorbent pads
Alconox
Aluminum foil
Asphalt/concrete patching material
Bailer twine
Calibration gases & standards
Camera and film
Cleaning brushes
DI water
Drop cloths
Dry ice
Duct tape
Electrical engineers tool kit
Extension cords
Fire extinguishers
First aid kits
Flashlight
Galvanized wash tubs
Garbage cans and bags
High pressure air line
Ice and vermiculite packing
LEL filters
Liquid hand soap
Liquinox soap
Nitrogen gas
Nitryl gloves
Paper towels
Particulate filter
pH paper
Pick axe
Plastic buckets
Plastic sheeting
Post hole digger
Galvanized wash tubs
Pry bar
PVC fittings
Rake
Sample labels
Sample preservatives
Shovel
Soil sample jars
Spray paint
Sprayer bottles
Stainless steel buckets/bowls
Survey tape
Tedlar bags
Thermometer
Tool kit
Traffic cones
Transfer pipette
Tubing - plastic/Tygon/garden hose

ATTACHMENT

D

STANDARD BOND REQUIREMENTS

Simultaneously with this delivery of the executed Contract document to the County, the Contractor to whom the Contract has been awarded must deliver to the County an executed Contract Bond on the prescribed form or in Cash, each in the amount of 100 percent (100%) of the total amount of the accepted bid, as security for the faithful performance of this Contract and for the payment with. IF Cash is used in lieu of the bond, all terms and conditions stipulated in the bond shall be just as applicable. The Contract Bond shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

(a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over 10,000,000	A IX

(b) On Contract amounts of 500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.

2. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss.31 U.S.C. 9304-9308

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Accepted on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

(c) For Contracts in excess of 500,000 the provision of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on Treasury List.

(d) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

(e) The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

Florida Statutes 255.05 provide for the following conditions to be made in all Contract Bonds relating to public projects. The same conditions shall be just as applicable for Cash used in lieu of the bond.

> "A claimant, except a laborer, who is not privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection.
>
> A claimant who is not privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
>
> No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies".

The Contract Bond or Cash used in lieu of the bond shall remain in force for one (1) year from the date of final acceptance of the work to protect the County against losses resulting from latent defects in materials or improper performance of work under the Contract. If the County exercises its option to extend the Contract period by one year, provided the Contractor maintains the same prices as in the first contract period, to protect the County against losses resulting from latent defects in materials or improper performance or work under the Contract.

The cost of the bond(s) shall be included in the Total Amount Bid. No separate payment for the cost of said bond(s) shall be made by the County.

The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425 of the Florida Statutes.

In the event the Surety on the bond(s) given by the Contractor becomes insolvent, or is placed in the hands pf a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required hands by the Surety, the County shall withhold all payments until the Contractor shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

ATTACHMENT

E

Miami-Dade County
Department of Procurement Management

Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : E08-DERM-01 **Federal Employer Identification Number (FEIN):** 65-0891158

Contract Title: Environmental Cleanup, Compliance and Related Services

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Section 2-8.9 of the County Code*
5.	***Miami-Dade County Debarment Disclosure*** *Section 10.38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60 11A-67 of the County Code*

The following certifications pertain to Architectural/Engineering Services:

11.	***Required Listing of Subcontractors and Suppliers on County Contracts Certification*** Section 10-34 of the County Code	12.	***Fair Subcontracting Policies Certification*** Section 2-8.8 of the County Code
13.	***False Claims Ordinance*** County Ordinance No. 99-152		

Gabino Cuevas — Printed Name of Affiant
C.E.O. — Printed Title of Affiant
[signature] — Signature of Affiant

Cherokee Enterprises, Inc. — Name of Firm
10/21/2008 — Date

14474 Commerce Way, Miami Lakes, — Address of Firm
FL — State
33016 — Zip Code

Notary Public Information

lotary Public – State of FLORIDA County of MIAMI DADE

ubscribed and sworn to (or affirmed) before me this 21ST day of, OCTOBER 20 08.

y GABINO CUEVAS He or she is personally known to me [X] or has produced identification [ ]

'pe of identification produced

[signature] — Signature of Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MELISSA MUIRHEAD
MY COMMISSION # DD 782013
EXPIRES: August 22, 2012
Bonded Thru Budget Notary Services

DD 782013 — Serial Number

MELISSA MUIRHEAD — Print or Stamp of Notary Public
8/22/2012 — Expiration Date
69 — Notary Public Seal

ATTACHMENT

F

ENGINEERING UTILIZATION REPORT

☐ MONTHLY REPORT (PARTS 1A & 1B) ☐ FINAL REPORT (PARTS 1A, 2 & 3)

DEPARTMENT OF BUSINESS DEVELOPMENT

PARTS 1A & 1B This part is to be completed by the Prime Consultant and forwarded to the User Department

This report is required by Metropolitan Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC. Pursuant to Florida Statues (F.S.) 837.06, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 755.082, F.S. 755.083 and F.S. 755.084.

A

REPORTING PERIOD		PROJECT NAME		PROJECT NO.	
FROM:		PROJECT LOCATION		NTP DATE	
TO:		USER DEPARTMENT			
		USER DEPT. PROJ. MANAGER		PHONE		FACSIMILE	
AMOUNT REQUISITIONED THIS PERIOD		AMOUNT REQUISITIONED TO DATE		AMOUNT PAID TO DATE	
AMOUNT SUBS REQUISITIONED THIS PERIOD		AMOUNT SUBS REQUISITIONED TO DATE		AMOUNT PAID TO SUBS TO DATE	

PRIME CONTRACTOR		CONTRACT AWARD		CHANGE ORDER MODIFICATION AMOUNT	ADDITIONAL SERVICES AMOUNT
		DATE	AGREEMENT AMOUNT		
NAME OF FIRM					
ADDRESS		SCHEDULE COMPLETION DATE		PERCENTAGE OF CONTRACT COMPLETED	
TELEPHONE		FACSIMILE		PROJECT MANAGER (PRIME CONTR.)	

B SUBCONSULTANTS

NAME OF SUBCONSULTANT	AGREEMENT AMOUNT	DESCRIPTION OF WORK	GOAL (IF APPLICABLE) %	$ AMOUNT SUB REQUISITIONED THIS PERIOD	AMOUNT PAID TO SUB TO DATE	ACTUAL STARTING DATE	SCHEDULED COMPLETION DATE

AUTHORIZED SIGNATURE OF PRIME CONTRACTOR | PRINT NAME | TITLE | DATE

COUNTY USE This part is to be completed by the User Department and forwarded to DBD upon approval.

AUTHORIZED SIGNATURE OF PROJECT MANAGER | PRINT NAME | DATE

IMPORTANT: FOR THE MONTHLY REPORT, COMPLETE FRONT PAGE ONLY. FOR THE FINAL REPORT, COMPLETE FRONT AND BACK PAGES.